



# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

A.	HOUSING AUTHORITY MISSION STATEMENT .....	1-1
B.	LOCAL OBJECTIVES .....	1-1
C.	PURPOSE OF THE POLICY .....	1-2
D.	FAIR HOUSING POLICY .....	1-2
E.	REASONABLE ACCOMMODATIONS/METHODS USED TO CERTIFY PERSON WITH A DISABILITY .....	1-3
F.	LANGUAGE ASSISTANCE .....	1-5
G.	FAMILY OUTREACH.....	1-6
H.	PRIVACY RIGHTS.....	1-6
I.	HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT (HOTMA).....	1-7
J.	POSTING OF REQUIRED INFORMATION.....	1-7
K.	PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES .....	1-8

## Chapter 2

### ELIGIBILITY FOR ADMISSION

A.	QUALIFICATION FOR ADMISSION.....	2-1
B.	FAMILY COMPOSITION .....	2-1
C.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS.....	2-7
D.	OTHER ELIGIBILITY CRITERIA.....	2-7
E.	HEARINGS.....	2-16

## Chapter 3

### APPLYING FOR ADMISSION

A.	APPLICATION PROCESS .....	3-1
B.	NOTIFICATION OF APPLICANT STATUS .....	3-4
C.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY .....	3-5

## Chapter 4

### TENANT SELECTION AND ASSIGNMENT PLAN

A.	MANAGEMENT OF THE WAITING LIST .....	4-1
B.	WAITING LIST PREFERENCES.....	4-3
C.	VERIFICATION OF PREFERENCE QUALIFICATION.....	4-6
D.	PREFERENCE DENIAL.....	4-6

E.	EXCEPTIONS FOR SPECIAL ADMISSIONS .....	4-6
F.	FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS.....	4-7
G.	INCOME TARGETING .....	4-7
H.	DECONCENTRATION OF POVERTY AND INCOME-MIXING .....	4-8
I.	REMOVAL FROM WAITING LIST AND PURGING .....	4-9
J.	OFFER OF ACCESSIBLE UNITS .....	4-9
K.	PLAN FOR UNIT OFFERS .....	4-9
L.	CHANGES PRIOR TO UNIT OFFER.....	4-10
M.	APPLICANT STATUS AFTER UNIT OFFER.....	4-10
N.	TIME-LIMIT FOR ACCEPTANCE OF UNIT .....	4-10
O.	REFUSAL OF OFFER .....	4-11

## Chapter 5

### OCCUPANCY GUIDELINES

A.	DETERMINING UNIT SIZE .....	5-1
B.	EXCEPTIONS TO OCCUPANCY STANDARDS .....	5-2
C.	ACCESSIBLE UNITS .....	5-3
D.	FAMILY MOVES .....	5-3

## Chapter 6

### DETERMINATION OF TOTAL TENANT PAYMENT

A.	MINIMUM RENT .....	6-1
B.	INCOME AND ALLOWANCES .....	6-3
C.	TRAINING INCOME EXCLUSIONS.....	6-11
D.	DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS.....	6-12
E.	WAGES FROM EMPLOYMENT WITH FWHS OR TENANT ORGANIZATION.....	6-15
F.	MINIMUM INCOME.....	6-15
G.	REGULAR CONTRIBUTIONS AND GIFTS .....	6-16
H.	ALIMONY AND CHILD SUPPORT.....	6-16
I.	LUMP-SUM RECEIPTS .....	6-16
J.	ASSETS AND ASSET INCOME.....	6-17
K.	CONTRIBUTIONS TO RETIREMENT FUNDS- ASSETS.....	6-19
L.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE.....	6-19
M.	CHILD CARE EXPENSES .....	6-20
N.	MEDICAL EXPENSES .....	6-21
O.	PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES.....	6-21
P.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS .....	6-22

Q.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS.....	6-23
R.	EXCESS UTILITY PAYMENTS.....	6-24
S.	FAMILY CHOICE IN RENTS.....	6-24

## Chapter 7

### VERIFICATION PROCEDURES

A.	METHODS OF VERIFICATION AND TIME ALLOWED.....	7-1
B.	RELEASE OF INFORMATION.....	7-6
C.	ITEMS TO BE VERIFIED.....	7-7
D.	VERIFICATION OF INCOME.....	7-7
E.	INCOME FROM ASSETS.....	7-14
F.	VERIFICATION OF ASSETS.....	7-15
G.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME.....	7-16
H.	VERIFYING NON-FINANCIAL FACTORS.....	7-18
I.	VERIFICATION OF SUITABILITY FOR ADMISSION.....	7-22

## Chapter 8

### TRANSFER POLICY

A.	ELIGIBILITY FOR TRANSFER.....	8-1
B.	REASONS FOR TRANSFERS.....	8-1
C.	MANDATORY TRANSFERS.....	8-4
D.	NON-MANDATORY TRANSFERS.....	8-5
E.	MOVING COSTS.....	8-6
F.	SECURITY DEPOSITS.....	8-6

## Chapter 9

### LEASING

A.	LEASE ORIENTATION.....	9-1
B.	EXECUTION OF LEASE.....	9-1
C.	ADDITIONS TO THE LEASE.....	9-2
D.	LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES.....	9-4
E.	UTILITY SERVICES.....	9-5
F.	SECURITY DEPOSITS.....	9-5
G.	RENT PAYMENTS.....	9-6
H.	FEES AND NONPAYMENT PENALTIES.....	9-6
I.	SCHEDULES OF SPECIAL CHARGES.....	9-6
J.	MODIFICATIONS TO THE LEASE.....	9-6
K.	CANCELLATION OF THE LEASE.....	9-7
L.	INSPECTIONS OF PUBLIC HOUSING UNITS.....	9-7

## Chapter 10

### PET POLICY - GENERAL OCCUPANCY (FAMILY) PROJECTS

A.	MANAGEMENT APPROVAL OF PETS/ASSISTANCE ANIMALS.....	10-2
B.	TYPES OF PETS ALLOWED.....	10-2
C.	REGISTRATION OF PETS/ASSISTANCE ANIMALS.....	10-4
D.	PETS TEMPORARILY ON THE PREMISES.....	10-4
E.	DEPOSITS FOR PETS.....	10-4
F.	PET/ASSISTANCE ANIMAL AREA RESTRICTIONS.....	10-5
G.	ANIMAL CARE.....	10-5
H.	RESPONSIBLE PARTIES.....	10-6
I.	PET/ASSISTANCE ANIMAL RULE VIOLATION NOTICE.....	10-6
J.	NOTICE FOR ANIMAL REMOVAL.....	10-6
K.	TERMINATION OF TENANCY.....	10-7
L.	ANIMAL REMOVAL.....	10-7

## Chapter 11

### REEXAMINATIONS

A.	ELIGIBILITY FOR CONTINUED OCCUPANCY.....	11-1
B.	ANNUAL REEXAMINATION.....	11-1
C.	REPORTING INTERIM CHANGES.....	11-5
D.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS .....	11-6
E.	OTHER INTERIM REPORTING ISSUES .....	11-8
F.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS).....	11-8
G.	REPORTING OF CHANGES IN FAMILY COMPOSITION.....	11-9
H.	REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT.....	11-13
I.	CHANGES IN UNIT SIZE.....	11-13
J.	OVER INCOME LIMIT.....	11-13

## **Chapter 12 LEASE**

### **TERMINATIONS**

A.	TERMINATION BY TENANT .....	12-1
B.	TERMINATION BY FWHS .....	12-1
C.	NOTIFICATION REQUIREMENTS.....	12-3
D.	TERMINATIONS DUE TO DOMESTIC VIOLENCE IN ACCORDANCE WITH VAWA .....	12-4
E.	TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS .....	12-5
F.	TERMINATIONS DUE TO OVER INCOME.....	12-5

## **Chapter 13**

### **COMPLAINTS, GRIEVANCES AND APPEALS**

A.	COMPLAINTS .....	13-1
B.	APPEALS BY APPLICANTS.....	13-2
C.	APPEALS BY TENANTS.....	13-3
D.	HEARING AND APPEAL PROVISIONS FOR “RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS” .....	13-3
E.	PUBLIC HOUSING GRIEVANCE PROCEDURE .....	13-4

## **Chapter 14**

### **FAMILY DEBTS TO FWHS**

A.	REPAYMENT AGREEMENT FOR FAMILIES .....	14-1
B.	DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION.....	14-2

## **Chapter 15**

### **COMMUNITY SERVICE**

A.	REQUIREMENT .....	15-1
B.	EXEMPTIONS.....	15-1
C.	DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM.....	15-2
D.	ANNUL DETERMINATIONS.....	15-2
E.	NONCOMPLIANCE .....	15-2
F.	FWHS RESPONSIBILITY .....	15-3
G.	FWHS IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT.....	15-3

**Chapter 16**

**PROGRAM INTEGRITY ADDENDUM**

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD..... 16-1

B. STEPS FWHS WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD ..... 16-2

C. STEPS FWHS WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD ..... 16-2

D. FWHS’S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD ..... 16-3

E. HOW FWHS WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD ..... 16-4

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY FWHS ..... 16-4

G. CONCLUSION OF FWHS’S INVESTIGATIVE REVIEW ..... 16-5

H. EVALUATION OF THE FINDINGS ..... 16-5

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED..... 16-5

**Chapter 17**

**NON-SMOKING POLICY**

A. SMOKE-FREE DEVELOPMENTS ..... 17-1

B. NON-SMOKING REQUIREMENTS ..... 17-1

**CHAPTER 18 VIOLENCE AGAINST WOMEN’S ACT (VAWA)**

**CHAPTER 19 FIREARMS POLICY**

**CHAPTER 20 RENTAL ASSISTANCE DEMONSTRATION (RAD)**

**CHAPTER 21 GLOSSARY**

## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **INTRODUCTION**

The U.S. Department of Housing Act of 1937 created the low rent Public Housing program. Administration of the Public Housing program and the functions and responsibilities of the Housing Authority of the City of Fort Worth, dba, Fort Worth Housing Solutions staff shall be in compliance with FWHS's personnel policy and the Admissions and Continued Occupancy Policy (ACOP). The administration of FWHS's low-income public housing program (LIPH) will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include public housing regulations, handbooks, and applicable notices. All applicable federal laws and regulation shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Vol. 24 Code of Federal Regulations (CFR), Parts 1,5,8,100 and 900-966.

#### **A. FORT WORTH HOUSING SOLUTIONS MISSION STATEMENT**

FWHS's mission is to create inclusive affordable housing communities where people can thrive.

#### **FIVE YEAR AGENCY GOALS**

Goal 1: Work with public and private partners to preservice existing housing assets for long-term sustainability and expand affordable housing opportunities by 5,000 units through the Fort worth Community.

Goal 2: Optimize partnership and program opportunities to improve the client experience and enhance the impact for Tenants to improve their quality of life.

Goal 3: Nurture an innovative workplace supported by efficiency, inclusion and data-driven decision making.

Goal 4: Further efforts to recruit, develop and retain a talented workforce that values diversity, equity, inclusion and belonging throughout the organization.

#### **B. LOCAL OBJECTIVES**

- To provide improved living conditions for extremely low and low income families while maintaining their rent payments at an affordable level.
- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for Tenants and their families.
- To avoid concentrations of economically and socially deprived families in any one or all of FWHS's public housing developments.



- To lawfully deny the admission of applicants, or the continued occupancy of Tenants, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other Tenants or the physical environment of the neighborhood or create a danger to FWHS employees.
- To attempt to house a Tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in FWHS's jurisdiction.
- To provide opportunities for upward mobility for families who desire to achieve self- sufficiency.
- To facilitate the judicious management of FWHS inventory, and the efficient management of FWHS staff.
- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal, state and local laws and regulations so that the admissions and continued occupancy are conducted without regard to age, race, color, religion, creed, sex, gender identity or expression, sexual orientation, military status national origin, ancestry, marital status disability or familial status.

**C. PURPOSE OF THE POLICY**

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for FWHS staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, Tenants, and the FWHS.

**D. FAIR HOUSING POLICY**

It is the policy of FWHS to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. FWHS will comply with all laws relating to Civil Rights, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Architectural Barriers Act

- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Any applicable State laws or local ordinances and any legislation protecting individual rights of Tenants, applicants or staff that may subsequently be enacted.

The FWHS shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, military status, age, ancestry, sexual orientation, marital status, gender identity and in accordance with the HUD rule in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the FWHS's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout properties/office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, FWHS will provide Federal/State/local information to public housing Tenants regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the Tenant orientation session.

Fort Worth Housing Solutions Administrative office, 1407 Texas Street, Fort Worth, TX is accessible to persons with disabilities.

The FWHS shall not, on account of race, color, sex, religion, familial status, disability, national origin, military status, age, ancestry, sexual orientation, marital status, or gender identity:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission;

Deny a person access to the same level of services.

FWHS shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

**E. REASONABLE ACCOMMODATIONS POLICY (ADDENDUM A)**

As a Texas political subdivision and Texas public housing authority, FWHS is obligated to abide by federal civil rights laws and regulations, specifically Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans Disabilities Act of 1990 (ADA), the Fair Housing Act of 1968 as amended (Fair Housing Act, the Architectural Barriers Act of 1968 and the respective implementing regulations of each.

Requests for accommodation or modification of a unit may require verification or clarification by a reliable, knowledgeable individual; such as, a doctor, licensed professional, or reliable third party if the nexus between the disability and the accommodation sought is not obvious.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that the accommodation will meet the need presented by the disability

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with FWHS, when FWHS initiates contact with a family including when a family applies, and when FWHS schedules or reschedules appointments of any kind.

FWHS's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on FWHS forms and letters to all families, and all requests will be verified so that FWHS can properly accommodate the need presented by the disability.

### **Federal Americans with Disabilities Act of 1990**

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such impairment.

### **Methods used to certify a person with a disability**

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

### **Vision/Hearing Impaired Accommodations**

FWHS utilizes organizations which help with hearing- and sight- impaired persons when needed. FWHS will refer families who have persons with disabilities upon their request to agencies in the community that offer services to persons with disabilities.

## **Medical Marijuana use as a reasonable accommodation**

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective Tenants with disabilities to use medical marijuana. FWHS may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2*).

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

## **F. LANGUAGE ASSISTANCE**

FWHS will take necessary steps to ensure meaningful access to the housing and services available at FWHS by people of limited English-speaking proficiency (LEP), in compliance with Title VI of the 1964 Civil Rights Act, HUD Guidance, and other applicable laws.

In order to service limited English-speaking families FWHS has implemented the following:

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

Applicants and participants with limited literacy skills may request that staff read documents to them in order to ensure understanding of the information and all FWHS-created documents are available in large print upon request.

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

**Translation Services** -Applicants may request FWHS provide translation for office visits. FWHS currently has bilingual employees on site, most of whom are available for translation.

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

Applicants and participants who are hearing impaired may use Relay Texas 711 telephone translation services or other comparable service when calling or receiving calls from FWHS. This service also provides telephone translation services for sight impaired and Spanish speaking persons. At the request of the applicant or participant, FWHS will arrange for an interpreter service

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

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

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

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

FWHS will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis.

FWHS will communicate the status of housing availability to other service providers in the community. FWHS will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

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

Applicants and participants, 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 FWHS/ HUD will release family information. Applicants and participants have the option to revoke consent in writing. However such revocation of consent will result in termination of assistance or denial of assistance. Family members who turn 18 or join the family after admission must sign a 9886.

FWHS’s policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person’s disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where accommodation is under consideration. Requests for access and granting of accommodation based on this information must be approved by the 504 Coordinator.

FWHS’s practices and procedures are designed to safeguard the privacy of applicants and Tenants. FWHS 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. Inappropriate discussion of family information, or improper disclosure of

family information by staff will result in disciplinary action.

## **I. HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT (HOTMA)**

On February 14, 2023, HUD published the Housing Opportunity Through Modernization Act and it has been updated to reflect guidance from PIH Notices H 2023 and Notice 2023-2027 which were issued September 29, 2023.

The purpose of HOTMA is to streamline administrative processes related to verification, certification, and income calculations; to reduce burdens on PHAs; to clarify inclusions/exclusions of the income and to align certain thresholds, deductions, and limitations more appropriately with current economic conditions. The implementation impacts FWHS Public housing program and mandatory compliance is required by January 1, 2025.

Several rule changes are subject to annual revisions based on the Consumer Price Index for Urban Wage Earners and clerical Workers (CPI-W). The changes will be implemented in increments of \$25 and apply to the following:

- Deduction for elderly/disabled
- Deduction for dependents
- Adoption assistance payments
- Full-time student employment income cap

There are several references to HOTMA/CPI-W throughout the body of the ACOP.

## **J. POSTING OF REQUIRED INFORMATION**

FWHS will maintain posted notices in areas of the administrative office/website and other areas that are accessible to each Tenant/general public.

- Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available
- FWHS Five year/Annual Agency Plan
- Information on application taking
- Directory of FWHS's housing sites including names, address of offices and office hours at each facility.
- Income limits for Admission
- Utility Allowance Schedule
- FWHS's grievance procedures A Fair Housing Poster
- An Equal Opportunity in Employment poster Current Tenant Notices/Fair Housing

- Grievance Procedures
- Required public notices

**K. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES** [24 CFR 901 & 902]

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

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

## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

#### INTRODUCTION

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

#### A. QUALIFICATION FOR ADMISSION

It is FWHS's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

- Is a family as defined in this Chapter.
- Head or spouse is at least 18 years of age.
- Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E).
- Has an Annual Income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in FWHS offices.
- Provides a Social Security number for all family members, or will provide written certification that they do not have Social Security numbers with the exception of a child under the age of 6 who was added to the household within the 6-month period prior to the household's date of admission. In this case, an applicant must furnish acceptable proof of a Social Security Number for the child within 90 calendar days from the date of admission. An extension of one additional 90-day period must be granted if FWHS determines, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant.
- Meets or exceeds the Tenant selection and suitability criteria as set forth in this policy.

#### B. FAMILY COMPOSITION

##### Definition of Family

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A group of persons is defined by FWHS as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in FWHS housing. Discrimination on the basis of familial status



Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term “Family” also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A near-elderly family;

A displaced family;

The remaining member of a Tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a Tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides are a family;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Foster adults/children are not member Foster adults/children are members of the household and are considered when determining subsidy standard/unit size and are entered into the tenant database and 50058.

s of the family and no income/assets held by them is calculated for rent determination .

### **Head of Household**

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

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

### **Spouse of Head**

Spouse means the husband or wife of the head.

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

## **Co-head**

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

## **Live-In Aide**

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

Is 18 (eighteen) years of age or older.

Is determined by FWHS to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

The live-in aide will be subject to FWHS's background screening criteria and must annually certify proof of continued residence in the unit. The household will be subject to annual re-certification of the continued disability/need for the live-in aide for those that were not certified with a permanent disability.

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

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

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

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

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

A spouse, partner or child(ren) of a live-in aide may also reside in the unit, provided that their presence is approved by FWHS and that their presence does not overcrowd the unit; as no additional bedroom(s) will be provided to accommodate the family of a live-in aide.

A live-in-aide may only reside in the unit with the approval of FWHS. Written verification will be required from a reliable, knowledgeable professional such as a doctor, licensed professional, or reliable third party. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.

After FWHS approves the addition of a live-in aide on behalf of a Tenant, the Tenant must submit a specific live-in aide's name and information for approval by FWHS within 60 calendar days of FWHS's notification.

If the 60 calendar days expire, the Tenant will have to resubmit an application for approval of a live-in aide, unless otherwise approved by FWHS.

If the family removes the current approved live-in aide and does not submit a specific replacement live-in aide's name and information for approval by FWHS within 60 calendar days of FWHS's notification, and the 60 day period expires, the family will have to resubmit an application for approval of a live-in aide, unless otherwise approved by FWHS.

If FWHS approves a reasonable accommodation that increases the unit size for a family based upon disability, and that disability no longer exists, the family will be returned to a unit size that is based solely on the family composition of the household. The family will be placed on the transfer list for an appropriately-sized unit.

FWHS will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, FWHS may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or their family members participate in drug-related or criminal activity, FWHS will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

FWHS has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

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

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

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

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

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

## **VISITORS**

A person (s) who is a “visitor to the unit for more than fourteen (14) consecutive days in a calendar year, must be reported to the management by the head of household. Visitors may not use the assisted units mailing address for any applications or other documents that require a mailing address.

## **SOCIAL SECURITY NUMBERS [24 CFR 5.216]**

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

Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.

A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.

A family that consists of two or more household members and at least one household member that has eligible immigration status is classified as a mixed family and is eligible for prorated assistance in accordance with 24 CFR 5.520. FWHS may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.

Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid (FWHSs may confirm HUD’s validation of the participant’s SSN by viewing the household’s Summary Report or the Identity Verification Report in the EIV system).

Existing program participants as of January 31, 2010, who are 62 years of age or older (born before January 31, 1948) and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

## **SSN DOCUMENTATION**

Acceptable evidence of the SSN consists of:

An original SSN card issued by SSA;

An original SSA-issued document, which contains the name and SSN of the individual; or

An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

## **INDIVIDUALS WITHOUT AN ASSIGNED SSN**

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

is not all- inclusive:

Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)

Noncitizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)

Noncitizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

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

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

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of Social Security Numbers is grounds for denial of admission or termination of tenancy.

Persons who have not been issued a Social Security Number must sign a certification stating that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 90 days. Individuals exempt from disclosure are individuals who do not contend to have eligible immigration status, Tenants who are 62 years of age or older as of January 31, 2010, and Tenants who have previously disclosed a valid Social Security Number.

For an applicant only, if a child under the age of 6 who was added to the household within the 6-month period prior to the household's date of admission, the applicant may become a participant so long as they furnish acceptable proof of a Social Security Number for the child within 90 calendar days from the date of admission. An extension of one additional 90-day period must be

granted if FWHS determines, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. Failure to produce verification of the Social Security Number within the required time period is grounds for denial or termination of assistance.

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

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

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

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

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

FWHS will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

### **D. OTHER ELIGIBILITY CRITERIA**

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 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 Tenants or staff and not to engage in drug-related criminal activity on or off FWHS premises;
- *Not to have ever* been convicted of manufacturing or producing methamphetamine, also known as “speed,” on the premises of federally assisted housing;
- Not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;
- To comply with necessary and reasonable rules and program requirements of HUD and FWHS; and,
- To comply with local health and safety codes.

### **Denial of Admission for Previous Debts to This or Any Other FWHS**

Previous outstanding debts to FWHS or any PHA resulting from a previous tenancy in the public housing or Housing Choice Voucher Program must be paid in full/a repayment agreement signed before housing will be offered

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

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

### **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, sexual orientation, actual or perceived gender identity, familial status, disability or against other legally protected groups, and not to violate right to privacy.

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

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

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

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

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

rehabilitation.

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.

## **SECURITY AND CRIMINAL BACKGROUND CHECK**

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

Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a FWHS community. Criminal activity that occurs while an applicant's family is on FWHS's waiting list will result in FWHS's decision to reject an applicant family.

Involvement in criminal activity by any member of an applicant family or household member that would adversely affect the health, safety, or welfare of other tenants will be verified using information from the criminal records system of the City of Fort Worth, Tarrant County, the State of Texas, and the federal National Crime Information Center (the "NCIC"). FWHS will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. FWHS will use a third party service to check criminal history.

FWHS will use the criminal records system of the City of Fort Worth, Tarrant County, the State of Texas, the NCIC, and other states and/or municipalities to check all applicants for any evidence of:

Any and all information relative to any criminal convictions or activity, both felonies and misdemeanors;

- Any and all information relative to any criminal charges that are currently pending before the court of the State of Texas or any jurisdiction, including the federal courts;
- Any sex offender registration requirement for any household member. FWHS will check in Texas and any other states where any family member is known to have resided.
- The criminal records system shall be used to assess the applicant's past behavior especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.
- Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation), FWHS will not admit persons engaging in any criminal activity violating state and/or federal law.
- Examples of criminal offenses that will be considered include, but are not limited to:



felonies, disturbing the peace, drunk and disorderly conduct, threats or harassment, domestic violence, including actual or threatened violence toward members of an applicant household, assaults, destruction of property, vandalism, citations for health and sanitary code violation, possession of an unlawful weapon, criminal damage, arson, and home invasion. In applying the above provisions, FWHS will consider the nature of the offense and any mandatory penalties in accordance with state and federal law.

Documentation of any of the following criminal activity by any applicant family or household member who intends to reside in FWHS leased premises may result in rejection of the applicant family.

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

Use, distribution, or possession of illegal drugs by an applicant family or household member who intends to reside in FWHS leased premises.

Documentation from the criminal records system, or other verification of criminal activity, that shows a history of property-related crimes such as, but not limited to, burglary, robbery, larceny, weapon charges, and possession and receipt of stolen goods.

Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as assault, battery, public intoxication (drunk & disorderly), or prostitution.

Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as homicide/murder, rape, child molestation, spousal or child abuse, or drug related crimes as referenced.

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

This policy will be posted on FWHS's website made readily available to applicants and Tenants upon request.

## **HUD Definitions**

“Drug related criminal activity” is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug related criminal activity means *on or off the premises, not just on or near the premises*.

“Covered person” means a Tenant, any member of the Tenant’s household, a guest, or another person under the Tenant’s control.

“Criminal activity” includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Tenant’s public housing premises by other Tenants or employees of FWHS.

“Drug” means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

“Guest” for purposes of this Chapter, means a person temporarily staying in the unit with the

consent of a Tenant or other member of the household who has express or implied authority to so consent on behalf on the Tenant.

“Household” means the family and FWHS-approved live-in aide.

“Other person under the Tenant’s control”, for the purposes of the definition of “covered person”, means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the Tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant.

“Premises” means the building, complex or development in which the public housing dwelling unit is located, including common areas and grounds.

“Violent criminal activity” means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

If in the past FWHS initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior Tenant of public housing, FWHS shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

### **Law Enforcement Records**

Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a FWHS community. Criminal activity that occurs while an applicant’s family is on FWHS’s waiting list will result in FWHS’s decision to reject an applicant family.

Involvement in criminal activity by any member of an applicant family or household member that would adversely affect the health, safety, or welfare of other tenants will be verified using information from the criminal records system of the City of Fort Worth, Tarrant County, the State of Texas, and the federal National Crime Information Center (the "NCIC"). FWHS will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant’s tenancy. FWHS will use a third party service to check criminal history.

FWHS will use the criminal records system of the City of Fort Worth, Tarrant County, the State of Texas, the NCIC, and other states and/or municipalities to check all applicants for any evidence of:

Any and all information relative to any criminal convictions or activity, both felonies and misdemeanors;

Any and all information relative to any criminal charges that are currently pending before the court of the State of Texas or any jurisdiction, including the federal courts;

Any sex offender registration requirement for any household member. FWHS will check in Texas and any other states where any family member is known to have resided.

The criminal records system shall be used to assess the applicant's past behavior especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.

Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation), FWHS will not admit persons engaging in any criminal activity violating state and/or federal law.

Examples of criminal offenses that will be considered include, but are not limited to: felonies, disturbing the peace, drunk and disorderly conduct, threats or harassment, domestic violence, including actual or threatened violence toward members of an applicant household, assaults, destruction of property, vandalism, citations for health and sanitary code violation, possession of an unlawful weapon, criminal damage, arson, and home invasion.

In applying the above provisions, FWHS will consider the nature of the offense and any mandatory penalties in accordance with state and federal law.

Documentation of any of the following criminal activity by any applicant family or household member who intends to reside in FWHS leased premises may result in rejection of the applicant family.

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

Use, distribution, or possession of illegal drugs by an applicant family or household member who intends to reside in FWHS leased premises.

Documentation from the criminal records system, or other verification of criminal activity, that shows a history of property-related crimes such as, but not limited to, burglary, robbery, larceny, weapon charges, and possession and receipt of stolen goods.

Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as assault, battery, public intoxication (drunk & disorderly), or prostitution.

Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as homicide/murder, rape, child molestation, spousal or child abuse, or drug related crimes as referenced.

### **Standard for Violation**

FWHS will deny admission to the program to applicants for five (5) years from the date of an eviction if a household member has been evicted from housing for drug-related criminal activity. However, FWHS may admit the household if FWHS determines:

That the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by FWHS and has met the rehabilitation standard set forth in this policy; or

That the circumstances leading to eviction no longer exist.

FWHS will deny admission to the program to applicants for five (5) years from the date of offense for any drug-related and other criminal activity that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other Tenants.

FWHS will deny participation in the program to applicants where FWHS determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants. This includes cases where FWHS determines that there is a pattern or repeated acts of illegal use of controlled substances or a pattern or repeated acts of alcohol abuse.

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

No family member may have engaged in or threatened abusive or violent behavior toward FWHS personnel at any time.

FWHS must deny admission to any applicant who has a family member using medical marijuana (See HUD legal opinion dated January 20, 2011, "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing").

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

### **Permanent Denial of Admission**

FWHS will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of a federally 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. FWHS will not waive this requirement.

### **Prohibition on Persons Subject to Sex Offender Registration Requirement**

FWHS will permanently deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived.

Persons who have been found to be a sexual offender and subject to registration for a less than life time term are not eligible for housing until the time period for registration expires.

FWHS shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

### **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 FWHS'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, FWHS 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. FWHS shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically or psychiatrically confidential nature. 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**

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by FWHS;

Evidence of successful and sustained modification of previous disqualifying behavior.

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

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

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

### **Qualified and Unqualified Applicants**

Information which has been verified by FWHS 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;

Preference category (if any) 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 FWHS procedures, except for a

pending FWHS 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. FWHS shall provide applicants an opportunity for an informal hearing (see chapter titled Complaints, Grievances, and Appeals)

FWHS will make every effort to accurately estimate an approximate date of occupancy. However, the date given by FWHS 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 FWHS, such as turnover rates and market demands as they affect bedroom sizes and project location.

### **Documenting Findings**

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

**Criminal Activity** - includes the activities listed in the definition of criminal activity in this Chapter.

**Pattern of Violent Behavior** - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

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

**Drug Related Criminal Activity** - includes a determination by FWHS that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

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

**Initiating Threats** - or behaving in a manner indicating intent to assault employees or other Tenants.

**Abandonment of a Public Housing Unit** - without advising FWHS officials so that staff may secure the unit and protect its property from vandalism.

**Non-Payment of Rightful Obligations** - including rent and/or utilities and other charges owed to FWHS [or any other FWHS].

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

**Record of 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 the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

**Grossly Unsanitary or Hazardous Housekeeping** - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**Whether Applicant or Tenant is Capable of Maintaining the Responsibilities of tenancy** - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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

FWHS may waive the policies prohibiting admission in these circumstances if the person demonstrates to FWHS's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

#### **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 students.

#### **E. HEARINGS**

If information is revealed that would cause FWHS 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 FWHS's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

## **Chapter 3 APPLYING FOR ADMISSION**

### **INTRODUCTION**

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

### **A. APPLICATION PROCESS**

Families who wish to apply for any of FWHS's programs must complete an online application when application taking is open. Persons with disabilities may call FWHS to make other arrangements to complete their application.

#### **The Application Process:**

FWHS will process applications for assisted housing as follows:

#### **Preliminary Application**

1. Individuals or Families can apply by visiting the FWHS's website at [www.fwhs.org](http://www.fwhs.org), and following the instructions for submitting a preliminary application. Individuals without access to a computer can contact FWHS offices for assistance.
2. The initial/pre-application is used to determine the families placement on the waiting list.
3. The final application of eligibility for admissions takes place when the family is pulled from the waitlist.
4. The pre-application process can be waived and applicants may complete a full application at FWHS's discretion.
5. FWHS will assume that the facts certified by the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.
6. Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Applicants are required to inform FWHS in writing of changes in family composition, income, and address, as well as any changes in their preference status. Applicants are also required to respond to requests from FWHS to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings within 10 (ten) working days will result in the applicant being removed from the waiting list (See chapter on Complaints, Grievances and Appeals).



## **Full Application**

1. The FWHS will notify the family by first class mail, phone or e-mail when it is selected from the preliminary waiting list to attend an orientation/interview and complete the full application. The notice will inform the family of the following:

- a. Date, time and location of the scheduled orientation/interview, including any procedures for rescheduling the orientation/interview.
- b. Who is required to attend the orientation/interview.
- c. Documents that must be provided at the interview to verify eligibility for a preference, if applicable.
- d. Other documents and information that should be brought to the interview.

If a notification letter is returned to FWHS with no forwarding address, the family will be removed from the preliminary waiting list without further notice. Such failure to act on the part of the applicant prevents FWHS from making an eligibility determination; therefore, no formal hearing will be offered.

Reasonable accommodation will be made for persons with a disability who require an advocate. A designee will be allowed to provide some information, but only with permission of the person with a disability.

## **Requirements to Attend the Orientation/Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members whom attendance would be a hardship.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For Limited English Proficient (LEP) applicants, FWHS will provide translation services in accordance with FWHS's Language Assistance Plan.

If the family is unable to attend a scheduled interview, the family should contact FWHS within 30 days of the original appointment date to schedule a new appointment. Failure to appear for the scheduled interview without a request to reschedule will be interpreted to mean that the family is no longer interested, and their preliminary application will be withdrawn. Such failure to act on the part of the applicant prevents FWHS from making an eligibility determination; therefore, FWHS will not offer an informal hearing. Applicants may reschedule one time only. Any Additional requests to reschedule will require proof of just cause.

Clients who fail to respond within 30 days will have the option to complete a new preliminary

application.

### **Information Required**

The following information must be provided for ALL family members:

1. Birth Certificates / Record of Birth
2. Social Security Cards
3. Government Issued Photo Identification or other photo identification of comparable reliability such as a school or business photo ID
4. Statement of Income (Wages, TANF, SS, Pension, etc.)
5. Value of Assets (Savings, Checking, CD's, Property, etc.)
6. All required citizenship or immigration status forms

### **Completing the Full Application**

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see chapter titled Verification Procedures). If FWHS determines the family is not eligible for the preference, the family will be placed back on the waiting list based on their adjusted preference points, then by date and time of their application.

All adult members must sign form HUD-9886, a Release of Information, the declaration and consents related to citizenship/immigration status, and any other documents required by FWHS. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certification and release as required by FWHS.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculations.

Final eligibility will be determined when the full application process is completed and all information has been verified. The purpose of the full application is to permit FWHS to assess family eligibility or ineligibility and to determine placement.

The full application may contain questions designed to obtain the following information:

- Names of head and spouse
- Names and ages of all members
- Number of family members (used to estimate bedroom size needed)
- Physical address
- Mailing address (If PO Box or other permanent address)
- Phone numbers
- Annual income
- Source(s) of income received by household members
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers

Race/ethnicity  
Arrests/Convictions  
Previous address  
Names and address of current and previous landlords  
Emergency contact person phone number and address  
Questions regarding previous participation in HUD programs

Applicants are required to inform FWHS in writing of changes in family composition, income, address and phone number, as well as any changes in their preference status. Applicants are also required to respond to requests from FWHS to update information on their application or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings within 10 (ten) working days will result in the applicant being removed from the waiting list. (See chapter on Complaints, Grievances and Appeals)

## **B. NOTIFICATION OF APPLICANT STATUS**

If after a review of the application the family is determined to be eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of eligibility will be mailed to the applicant by first class mail or electronically.

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

The basis for ineligibility may include but is not limited to:

1. **Over Income** - The applicant's total family income is in excess of the admissions limits.
2. **Age** - The applicant family's head of household is not at least 18 (eighteen) years of age.
3. **False Information** - The applicant family gave false or misleading information on the application for housing (other than criminal background).
4. **Screening** - The applicant or family member did not meet the screening criteria. (See Chapter titled Eligibility for Admission)
5. **Other** - The applicant does not meet other State or Federal Regulation or future FWHS policy set forth at the time of application. (*See Chapter containing amendment clause.*)

**C. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

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

The household is not actually eligible for a unit offer until this final determination of eligibility has been made.

After the verification process is completed, FWHS will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by FWHS, and the Tenant suitability determination (see chapter on Eligibility for Admission).

All preferences claimed on the application or while the family is on the waiting list will be verified. The qualification for preference must exist at the time the applicant is ready to be offered housing because the preference is based on current status.

**Chapter 4**  
**TENANT SELECTION AND ASSIGNMENT PLAN**  
**(Includes Preferences and Managing the Waiting List)**  
**[24 CFR 960.204]**

**INTRODUCTION**

It is FWHS's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, FWHS will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de-concentration of poverty and income-mixing objectives. FWHS will offer the unit until it is accepted. This Chapter describes FWHS's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

**FWHS's Objectives**

FWHS policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is FWHS's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence, except for Special Admissions.

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

**A. MANAGEMENT OF THE WAITING LIST**

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

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

## **OPENING AND CLOSING THE WAITLIST**

FWHS, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. FWHS may open or close the list by local preference category. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a local preference, and the ability of FWHS to house an applicant in an appropriate unit within a reasonable period of time. When FWHS opens the waiting list, FWHS will advertise through its website, public notice or social media.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes FWHS address and telephone number, how to submit an application, information on eligibility requirements and the availability of local preferences. Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline.

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

When the period for accepting applications is over, FWHS will add the new applicants to the list by:

Unit size, local preference priority, and/or date and time of application receipt.

FWHS will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, FWHS will advise families of their responsibility to notify FWHS when mailing address or telephone numbers change.

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

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

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

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

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

- Applicant requests it.
- Applicant fails to advise FWHS of their continued interest in public housing. This includes advising FWHS of any changes in family status, preference status, or in living or mailing address.
- Applicant was clearly advised of a requirement to notify FWHS of his/her continued interest by a particular time and failed to do so.
- FWHS has made reasonable efforts to contact the applicant to determine if there is continued interest, but has been unsuccessful. Correspondence to the latest address that is returned by the Post office will constitute documentation of reasonable effort to contact the applicant. Returned mail will be filed with the applicant's pre-application.
- Applicant has failed to keep a scheduled interview or fails to provide information within specified time limits necessary to process the application or maintain the waiting list.
- FWHS has notified the applicant of its intention to remove the applicant's name because of ineligibility.

### **Reopening the List**

If the waiting list is closed and FWHS decides to open the waiting list, FWHS will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

### **B. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet FWHS's Selection Criteria as defined in this policy.

FWHS's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, FWHS will give preference to qualified families.

Among applicants with equal preference status, the waiting list will be organized by date and time.

**Involuntary Displacement by Government Action Preference:** involuntarily displaced by government action applicants are applicants who have been involuntarily displaced by government action and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six (6) months from the date of verification by FWHS.

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of the following situation: Federal, state or local government action related to code enforcement, public improvement, development, FWHS relocation due to demolition, capital improvements, modernization, or rehabilitation, or deemed uninhabitable due to disaster (e.g. flood, fire, earthquake).

**Homeless:**

An applicant will be considered homeless for all waitlists, if the household meets the criteria listed below:

- An individual or family who lacks a fixed, regular and adequate nighttime residence, meaning:
- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- Meets the definition of homeless set forth in 24 CFR 578 or is at risk of homelessness which is defined as a household at risk of losing its housing when no appropriate subsequent housing options have been identified and the household lacks the financial resources and support networks need to obtain immediate housing.

**Substandard:** An applicant will be considered living in substandard housing if the household meets the criteria listed below:

Resides with friends or relatives on a temporary basis, or

Will lose their primary night-time residence within 60 days of verification of preference,

Have received notice from FWHS that they must relocate due to demolition, capital improvements, modernization, or rehabilitation of a FWHS owned property,

**Nursing Facility Tenant**

One (1) unit will be set aside for persons being discharged from a nursing facility who are referred through an authorized program such as "Money Follows the Person", and for which there is a Memorandum of Agreement with FWHS

**Homeless Families with Children**

One (1) unit will be set aside for homeless families with children in the Fort Worth Independent School District (FWISD). Applicants must be referred by FWISD in accordance with the provisions outlined in the Memorandum of Agreement between



FWHS and FWISD.

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

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

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

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

**C. VERIFICATION OF PREFERENCE QUALIFICATION** [24 CFR 5.415]

FWHS will verify all preference claims during the full application procedure. FWHS will re-verify a preference claim, if FWHS feels the family's circumstances have changed, at time of selection from the waiting list.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for a hearing.

**Change in Circumstances**

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

**D. PREFERENCE DENIAL** [24 CFR 5.415]

If FWHS denies a preference, FWHS applicant will be placed on the waiting list without benefit of the preference.

FWHS will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 14 (fourteen) days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

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

**E. EXCEPTIONS FOR SPECIAL ADMISSIONS**

If HUD awards a FWHS program funding that is targeted for specifically named families, FWHS will admit these families under a Special Admission procedure.

Special Admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. FWHS maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Tenant

- Homeownership Act of 1990;
- A family residing in a project covered by a project-based HCVP HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE I or HOPE 2 project.

**F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, FWHS will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, de-concentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

FWHS's Deconcentration Policy, as described in FWHS Plan, may include skipping of families on the waiting list in order to bring families above the established income range into developments below the established income range, and to bring families below the established income range into developments above the established income range.

**G. INCOME TARGETING**

FWHS will monitor its admissions to ensure that at least 40% of families admitted to public housing in each fiscal year shall have incomes that do not exceed the higher of the Federal Poverty Level or 30% of area median income of FWHS's jurisdiction.

Hereafter families whose incomes do not exceed the higher of the Federal Poverty Level or 30% of area median income will be referred to as "extremely low income families."

FWHS shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40% of "extremely low income families" to public housing in a fiscal year, to the extent that the admissions of extremely low income families to FWHS's voucher program during a FWHS fiscal year exceeds the 75% minimum targeting requirement for FWHS's Housing Choice Voucher Program. This fungibility provision discretion by FWHS is also reflected in FWHS's Administrative Plan.

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

The number of units equal to 10% of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

**THE FUNGIBILITY FLOOR:** Regardless of the above two amounts, in a fiscal year, at least 30% of FWHS's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the HA's overall requirement for housing extremely low- income families to drop to 30% of its newly available units.

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

FWHS's admission policy is designed to provide for de-concentration of poverty and income-mixing by bringing higher income Tenants into lower income projects and lower income Tenants into higher income projects.

Nothing in the deconcentration policy relieves FWHS of the obligation to meet the income targeting requirement.

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

### **Deconcentration and Income-Mixing Goals**

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

### **Development Designation Methodology**

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

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

## **INCOME LIMIT METHOD**

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

FWHS will designate as higher income developments those developments where twenty percent (20%) or more of the families residing in the development have incomes at or above the low-income limit eighty percent (80%) of area median income.

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

## **FWHS INCENTIVES FOR HIGHER AND LOWER INCOME FAMILIES**

FWHS may offer certain incentives to higher and lower income families willing to move into higher or lower income projects. FWHS will not take any adverse action against any family

declining an offer by FWHS to move into a higher or lower income project.

**I. REMOVAL FROM WAITING LIST AND PURGING**

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

If an applicant fails to respond within 30 (thirty) days, s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

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

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

Applicants are responsible for notifying FWHS within 10 (ten) days, if they have a change of address.

**J. OFFER OF ACCESSIBLE UNIT**

FWHS has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

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

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

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

When offering an accessible/adaptable unit to a non-disabled applicant, FWHS will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current Tenant or an applicant needs the features of the unit and there is no other unit available for the applicant. This requirement will be a provision of the lease agreement.

(See Chapter on Leasing)

**K. PLAN FOR UNIT OFFERS**

FWHS plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, national origin, familial status, disability, military status, age, ancestry, sexual orientation, marital status, or gender identity is:

Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size. As amended by the income targeting and de-concentration goals.

FWHS will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

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

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

#### **M. APPLICANT STATUS AFTER UNIT OFFER**

When an applicant rejects the unit offer FWHS will:

Place the applicant's name on the bottom of the waiting list.

Exception:

If an applicant is offered a unit at a development that has a Hope VI application pending or has been awarded a Hope VI Grant, and the applicant refuses the offer of housing at this particular site, the refusal will not be counted as such, and the applicant will maintain their present position on the wait list and be offered another appropriate unit at a different location.

If an applicant refuses the offer of a unit under a site-based waiting list and states that the reason for refusal is lack of interest in the area or development, the applicant will be removed from the waiting list for that development. FWHS will send a letter to the applicant confirming withdrawal from the waiting list.

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

Applicants must accept a unit offer within 24 hours of the date the offer is made.

#### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will not be placed at the bottom of the waiting list.

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

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;
- The family demonstrates to FWHS's satisfaction that accepting the offer will result in a

situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
- The unit is inappropriate for the applicant's disabilities.

**Applicants With a Change in Family Size or Status**

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. FWHS shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

The family will take the appropriate place on the waiting list according to date interviewed.

**O. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, FWHS will follow the applicable policy as listed in Sections **K. Plan for Unit Offers** and **M. Applicant Status After Unit Offer.**

## Chapter 5

### OCCUPANCY GUIDELINES

#### **INTRODUCTION**

The Occupancy Guidelines are established by FWHS to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

#### **A. DETERMINING UNIT SIZE**

FWHS does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. FWHS's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older.

All guidelines in this section relate to the number of bedrooms in the unit.

Generally FWHS will assign one bedroom for each two persons within the household, except in the following circumstances:

- Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6 (six)).
- Live-in aide will generally be provided a separate bedroom. No additional bedrooms are provided for the aide's family.
- Space may be provided for a child who is away at school but who lives with the family during school recesses.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
- Single person families shall be allocated 1 (one) bedroom.
- Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. 51% is defined as 183 days of the year, which do not have to run consecutively.



## **GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8

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

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

- Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes.
- At FWHS's discretion the family may be offered a unit smaller than the preferred unit size, based on FWHS's occupancy standards, if in doing so the family has an opportunity to be housed earlier.
- FWHS may offer a family a unit that is larger than required by FWHS's occupancy standards, if the waiting list is short of families large enough to fill the vacancy.
- In all cases, where the family requests an exception to the general occupancy standards, FWHS will evaluate the relationship and ages of all family members and the overall size of the unit.
- The family may request to be placed on a larger bedroom size waiting list than indicated by FWHS's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by FWHS before the family is placed on the larger bedroom size list. The HA will consider these requests:

#### **Person with Disability**

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

#### **Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

- Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor, licensed professional, or reliable third party.
- Requests based on health related reasons must be verified by a reliable, knowledgeable individual; such as, a doctor, licensed professional , or reliable third party.

FWHS will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage/domestic partnership, or court-awarded custody.

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

To avoid vacancies, FWHS may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

### **C. ACCESSIBLE UNITS**

FWHS has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

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.

### **D. FAMILY MOVES**

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

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

## Chapter 6

### DETERMINATION OF TOTAL TENANT PAYMENT

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

#### **INTRODUCTION**

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

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. FWHS's policies in this Chapter address those areas, which allow FWHS discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

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

The minimum rent for FWHS is \$50.00

The total Tenant Payment is the greater of:

- 30% of the adjusted monthly income
- 10% of the monthly income
- Minimum rent of \$50.00 as established by FWHS.

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

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

FWHS recognizes that in some instances, even the minimum rent may create a financial hardship for families. FWHS will review all relevant circumstances brought to staffs attention regarding financial hardship as it applies to minimum rent. In accordance with QHWRA FWHS has established the following procedures:

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. NO QUALIFYING HARDSHIP**

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

#### **5. TEMPORARY HARDSHIP**

If FWHS determines that the hardship is temporary, a minimum rent may not be imposed for a period of ninety (90) days beginning the month following the date of the family's request for a hardship exemption. At the end of the ninety (90) day suspension period FWHS will reinstate the minimum rent retroactively to the beginning of the suspension. The family will be offered a reasonable repayment agreement for the back rent owed by the family. FWHS defines temporary as ninety (90) days.

#### **6. LONG TERM HARDSHIP**

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

#### **7. APPEAL**

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

### **B. INCOME AND ALLOWANCES**

**Income:** The types of money which are to be used as income for purposes of calculating the TTP are defined by Department of Housing and Urban Development (HUD) in federal regulations. Income Limits are published annually by HUD. The family's gross household income at initial eligibility must be within the income limits of one of the following:

- An extremely low-income family- gross household income is at or below 30% of the median income for the family size
- A very low-income family- gross income is at or below 49% of the median income for the family size
- A low-income family – gross household income is at or below 80% of the median income for the family size.

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

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

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services including seasonal/independent contractor/day labor income that is anticipated to continue throughout the recertification period. Seasonal/sporadic income will be annualized to account for periods of non-work and possible receipt of unemployment during non-working periods;
  - Participants must provide a minimum of three (3) consecutive paystubs to document/calculate income
2. The net income from the operation of a business or profession expenditures for business expansion, or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is 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 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 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 \$50,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability, death benefits, and other similar types of periodic receipts; including lump-sum amounts or prospective monthly amounts for the delayed start of a periodic amount; (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (However, lump sum additions such as insurance payments from Worker's Compensation are excluded.);

6. Periodic and determinable allowances, such as alimony and child support payments, regular contributions, or gifts received from organizations or from persons not residing in the dwelling; or
7. 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.)

No “Safe Harbor” verification of income from other means-tested forms of Federal Assistance will be used as a verification of income.

**Adjusted Income** is defined as the Annual income minus any HUD allowable deductions.

### **Allowable Deductions**

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: Four hundred eighty dollars (\$480 Subject to annual change in increments of \$25 based on CPI-W) each for family members (other than the head, co-head or spouse), who are minors, and for family members who are eighteen (18) and older who are full-time students or who are disabled.
2. Elderly/Disabled allowance: Four hundred dollars (\$525 subject to annual change in increments of \$25 based on CPI-W) per household for families whose head, co-head or spouse is sixty-two (62) or over or disabled.
3. Allowable medical expenses: Un-reimbursed medical expenses for all family members that exceed 10% of the gross annual income of the family are deducted for elderly and disabled families.

*(Under HOTMA, there will be a phase-in period of three (3) years for current participants to increase the percentage of annual income to 10%. The first year will be 5%, second year 7.5%, third year 10%)*

4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, or actively seek work, or attend school (including vocational training).
5. Allowable Disability Assistance Expenses: Un-reimbursed disability expenses that exceed 10% of the gross annual income are deducted for attendant care by a non-family member or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.
6. Health and Medical/Care Expenses Hardship exemption - Families who are eligible for Health and Medical/Care expense deductions based on the new threshold amount of 10%

of annual income and can demonstrate an inability to pay rent based on a hardship that would not trigger an Interim re-examination may request a 90-day hardship exemption to use the 5% threshold with an additional 90-day extension by request for a total of 180 days. Examples of qualified hardships are a diagnosis of an illness that increases the medical expenses of the family but still does not meet the 10% threshold, or a seasonal worker whose income is annualized but is temporarily unable to work due to injury.

7. Childcare Deduction Hardship Exemption - Families who can demonstrate they are unable to pay rent based on no longer qualifying for the childcare deduction may request a 90-day hardship exemption from losing the deduction with an additional 90-day extension by request for a total of 180 days. Circumstances where the deduction has been granted to search for work or attend school and the tenant suffers a medical event that temporarily prevents either activity may be eligible for the hardship exemption to continue to receive the deduction.

## **Deductions and Allowances**

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Income of minor or adult fosters in the household;
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Annual Income Inclusions above);
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- Workers' Compensation;
- State or Federal Tax refunds;
- Subject to Annual Income Inclusions above, the full amount of student financial assistance paid directly to the student or to the educational institution;
- Distributions from 529 or 530 Coverdell educational savings accounts;



- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Loan proceeds;
- Certain amounts received that are related to participation in the following programs:
  - Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a Tenant service stipend. A Tenant service stipend is a modest amount (not to exceed \$200 per month) received by a Tenant for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, Tenant initiatives coordination, and serving as a member of the PHA's governing board. No Tenant may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as Tenant management staff. Amounts excluded by this provision: Must be received under employment training programs with clearly defined goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized by federal, state, or local law, or operated by a public agency;
- Only exclude the compensation related to the training. Other sources of household income are still included;
- Exclude the income only for the period during which the family member participates in the employment training program.
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse) and subject to annual change in increments of \$25 based on CPI-W;
- Adoption assistance payments in excess of \$480 per adopted child (Subject to annual change under CPI-W/HOTMA);
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
  - Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to: The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program
  - Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)];
  - Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e];
  - Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program. [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b) or the corresponding provision of the Workforce Reinvestment Act of 1998 (29 USC 2981);

- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540);
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 USC. 1407-08);
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] (Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships);
- Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] (Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb);
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 USC 1721);
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j);
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 USC 12637(d));
- Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 USC 1805);
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 USC 10602);

- Allowances, earnings and payments to individuals participating in programs under the Workforce Reinvestment Act of 1998 (29 USC 2931);
- Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under the Special Supplemental Food Program for Women, Infants and Children (WIC).
- Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990.
- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 by Section 2608 of the Housing and Economic Recovery Act of 2008.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 and administered by the Office of Native American Programs.
- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010.
- Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusions from Income of Payments under Recent Tribal Trust Settlements”.
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by States, local governments, and disaster assistance organizations.
- The Medicare Incentive Payment
- Earned Income Disallowance for persons with disabilities [24 CFR 5.617] Effective January 1, 2024 new admissions/current participants will no longer be enrolled in EID and the program will sunset effective January 1, 2026 under HOTMA regulations.
- Kinship Guardian Assistance Payments (Kin-GAP) and similar state guardianship care payments (PIH 2008-30);

- Temporary employment by the U.S. Census Bureau for employment no longer than 180 days and culminating in permanent employment (PIH 2008-26)
- NATIONAL VOLUNTEER ANTIPOVERTY PROGRAMS SUCH AS:
  - VISTA
  - Peace Corps
  - Service Learning Program
  - Special Volunteer Programs
- SMALL BUSINESS ADMINISTRATION PROGRAMS SUCH AS:
  - National Volunteer Program to Assist Small Businesses
  - Service Corps of Retired Executives
- The following benefits are excluded by other Federal Statute as of August 3, 1993:
- Amounts received under HUD funded training programs (e.g. Step-up program) excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training
- Exclusion period means the period during which the Tenant participates in a program as described in this section plus 18 months from the date the Tenant begins the first job acquired by the Tenant after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the Tenant is terminated from employment without good cause, the exclusion period shall end.

**C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]**

FWHS believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

FWHS will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. FWHS's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the Tenant gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is FWHS's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the Tenant must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the Tenant to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income

exclusion.

**1. HUD Funded Training Program Income**

The regulation at 24CFR 5.609(c)(8)(i) states that all amounts received from a HUD sponsored or funded training program, whether incremental or not, is excluded from the Tenant's annual income while the Tenant is in training. Income from a Tenant Services training program, which is funded by HUD, is excluded.

**2. Other Training Program Income**

The regulation at 24CFR 5.609(c)(8)(v) states that all incremental earnings and benefits resulting from participation in a qualifying state or local employment program (including training programs not affiliated with a local government) are excluded from annual income:

A qualifying training program is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or

Basic education.

**D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS/EARNED INCOME DISALLOWANCE**

Effective October 1, 1999, EID replaced the 18-month earned income disregard for families going from training programs to work. For qualified families, EID excludes earned income by family members who start work or self-sufficiency programs or who have increased in employment income. Effective January 1, 2024, new admissions and or current participants will no longer be enrolled in

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or

services under any State program for TANF provided that the total amount over a six-month period is at least \$500. This includes monthly income, and such benefits and services that are one-time payments, such as, wage subsidies and transportation assistance.

If the assistance is in the form of cash benefits of monthly maintenance from TANF, there is no minimum amount of \$500 required.

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. Minimum wage is the prevailing minimum wage in the State or locality. Such benefits and services as one-time payments, wage subsidies and transportation assistance.

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).

### **Excluded Income**

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

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

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

### **Initial Twelve-Month Exclusion:**

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

### **Second Twelve-Month Phase-in Exclusion:**

During the second cumulative/consecutive 12-month period after the expiration of the initial cumulative/consecutive 12-month period referred to above, FWHS must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

### **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 full 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.

If the period of increased income does not last for 12 consecutive months, the disallowance period may not resume or be extended.

No Earned Income Disallowance will be applied after the 24 consecutive months following the initial date the exclusion was applied.

### **Applicability to Child Care and Disability Assistance Expense Deductions:**

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

### **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) when eligibility began prior to January 1, 2017.
- 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) when eligibility began prior to January 1, 2017.
- Date the family member has received a total of 12-months of Phase-in exclusion
- Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance or 24-month (two year) after January 1, 2017.)

**E. WAGES FROM EMPLOYMENT WITH FWHS OR TENANT ORGANIZATION**

Upon employment with FWHS or officially recognized Tenant Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and the Housing Choice Voucher Program.

**F. MINIMUM INCOME**

There is no minimum income requirement. Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

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

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

In some cases, a person with zero (0) income will receive a utility allowance reimbursement to help assist with paying utilities for their unit. FWHS will use the upfront income verification system (UIV) within 90 days of admission and at least every sixty (60) days thereafter until income is received by the family.

**G. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609 (a)(7)]**

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

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

**H. ALIMONY AND CHILD SUPPORT [24 CFR 5.609 (a) (7)]**

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, FWHS must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

FWHS will accept as verification that the family is receiving an amount less than the award if: FWHS receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

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

**I. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c) (3 and 14)]**

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

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

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

- FWHS will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

- FWHS will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due FWHS.
- The family has the choice of paying this "retroactive" amount to FWHS in a lump sum. At FWHS's option, FWHS may enter into a Repayment Agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

• **Attorney Fees**

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

**J. ASSETS AND ASSET INCOME**

Under HOTMA, no applicant with assets of more than \$100,000 is eligible for housing assistance. After admission, a participant may self-certify to no assets over \$50,000, with full documentation and verification required every third year.

**1. Assets include the following:**

- Loadable Debit Cards
  - Participants must provide 6 months of full and complete account statements OR a current balance tape obtained from an ATM.
- Direct Express cards issued by the Social Security Administration
  - Participants must provide a current balance tape obtained from an ATM
- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
  - Participants must provide 6 full and complete consecutive checking account statements. The balance of the most recent statement will be used to determine the cash value of the account.
  - Only the most recent statement for savings accounts must be provided to determine the cash value.
- Equity in rental property and other capital investments
- Personal property held as an investment such as, but not limited to collectibles, luxury items
- Lump sum receipts or one-time receipts
- Assets disposed of for less than fair market value
- Trusts to which the family has access

## 2. Real Property

- Under HOTMA, no applicant who owns real property suitable for habitation, no matter the value, is eligible for assistance.

Exceptions to this are:

- The property is up for sale;
- The property does not meet the disability needs for all members of the family, including the need for additional bedrooms, proximity to accessible transportation, etc.;
- The property is jointly owned with a non-household member that does not reside with the family when that family member lives in the jointly owned property;
- The property's geographic location makes it so that the distance or commuting time between the property and the family's place of work would create a financial hardship;
- The property is commercial or cannot be legally lived in;
- The property is physically unsafe and it is cost prohibitive for the household to render it safe;
- A family member cannot access it because they are a member of domestic violence, dating violence, sexual assault, or stalking.

During the intervening annual reexaminations, FWHS will require all adult family members to declare and sign the value of their net assets.

Income generated from some assets is used

- If the net assets are less than \$5,000.00, FWHS will not verify the assets, and only count the net assets that are declared on the 50058
- If the assets exceed \$5,000.00, FWHS will verify the assets declared by the Tenant to confirm the value and report the net assets on the 50058.

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.

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

- Interests in Indian trust land
- Equity accounts in HUD homeownership programs

- The value of necessary items of personal property such as furniture and automobiles
- Actual income from all net family assets, or
- Imputed asset income which is the cash value of listed assets multiplied by HUD-determined local passbook interest rate
- 401 (k) accounts
- 403 (b) accounts
- Keogh accounts
- IRA accounts
- Trusts to which the family does not have access
- Principle distribution payments from a trust
- Distribution payments from a trust to reimburse health and medical expenses of a minor

Where the family has net family assets in excess of five thousand dollars **\$50,000**, FWHS may use the greater of the actual income received from the asset or an amount equal to the total net value multiplied by the applicable HUD approved Passbook Savings Rate.

Where the family has net assets equal to or less than **\$50,000** ~~\$5,000~~, FWHS may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than **\$50,000**, without taking additional steps to verify the accuracy of the declaration.

The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. FWHS must obtain third-party verification of all family assets every 3 years.

#### **K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

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

FWHS must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. FWHS will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculation total assets for two years.

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

FWHS's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000.00. If the total value of assets disposed of within the two-year period is less than \$1,500.00 they will not be considered an asset.

## **M. CHILD CARE EXPENSES**

Un-reimbursable child care expenses for children under age 13 may be deducted from annual income if they enable an adult to work, attend school, actively seek employment, or attend vocational training.

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

If a Tenant is eligible for the earned income disallowance, the amount of deduction for child care expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the child care expense deduction.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in FWHS's jurisdiction.

Allow ability of deductions for child care expenses is based on the following guidelines:  
Must be paid to someone outside of the household.

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The amount earned by the "person enabled to work" will be determined by the hours the child care is needed compared to the hours of each employed household member.

**Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

**Child care to actively seek employment:** This must be verified by a reputable employment agency.

### **Amount of Expense:**

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

Families who report childcare expense by an individual providing childcare that is in excess of \$150 per week must provide a copy of the electronic payment history, a notarized statement from the individual, or a copy of the payor's Federal Tax Return showing the deduction for childcare as verification of the expense.

Third party verification from the childcare provider is required for all childcare deductions. Families unable to provide the proper verification may be limited to a maximum of \$50.00 per week per child for childcare or denied the childcare deduction.

**N. MEDICAL EXPENSES [24 CFR 5.603]**

Families who are determined to be either elderly or disabled may deduct unreimbursed medical expenses over 10% of their gross annual income in determining their total tenant payment. When a household is eligible for a medical expense deduction, the medical expenses of all family members may be counted.

(Under HOTMA, there will be a phase-in period of 3 years for current participants to increase the percentage of annual income to 10%. The first year will be 5%, second year 7.5%, third year 10%):

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

In order to be considered a medical expense, nonprescription medicines must be doctor-recommended, and the qualified family must furnish legible receipts that give enough information to match what was purchased to the recommended items. Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses with approval from a licensed medical professional.

**O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]**

**Applicability**

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

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

**Prorated Assistance Calculation**

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Flat Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Flat Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

**Prorated Flat Rent for Mixed Families**

The family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family. When the mixed family's TTP is greater than the maximum rent, FWHS must use the TTP as the mixed family TTP. This is determined by:

Subtracting the TTP from the Maximum Rent to determine Family Maximum Subsidy.

Dividing the Family Maximum Subsidy by the number of persons in the family to determine the Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.

By subtracting any applicable utility allowance from the mixed family TTP creates the mixed family tenant rent.

**P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

FWHS will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or failure to participate in an economic self-sufficiency program; However, FWHS will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.



Imputed welfare income is not included in annual income if the family was not an assisted Tenant at the time of sanction.

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

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

### **Verification Before Denying a Request to Reduce Rent**

FWHS will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The welfare agency, at the request of FWHS, will inform FWHS of: amount and term of specified welfare benefit reduction for the family; reason for the reduction; and subsequent changes in term or amount of reduction.

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

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

When the Utility Allowance exceeds the family's Total Tenant Payment, FWHS will provide a Utility Reimbursement Payment for the family each month. The payment will be made out directly to the Tenant.

FWHS may elect to establish policies regarding the frequency of utility reimbursement payments for payments made to the family. FWHS will have the option of making utility reimbursement payments not less than once per calendar-year quarter, for reimbursements totaling \$45 or less per quarter.

In the event a family leaves the program in advance of its next quarterly reimbursement, FWHS must reimburse the family for a prorated share of the applicable reimbursement.

If this option is exercised, the hardship policy will come into effect. If FWHS elects to pay the utility supplier, the PHA must notify the family of the amount of the utility reimbursement paid to the utility supplier

### **Tenant-Paid Utilities**

The following requirements apply to Tenants living in a property with Tenant-paid utilities or applicants being admitted to such developments:

If a Tenant or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the Tenant/applicant will not be permitted to move into a unit with Tenant paid utilities. This may mean that a current Tenant cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with Tenant-paid utilities.

Paying the utility bill is the Tenant's obligation under the lease. Failure to pay utilities is grounds for eviction.

## **R. EXCESS UTILITY PAYMENTS**

Tenants in units where FWHS pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

## **S. FAMILY CHOICE IN RENTS/NON-PUBLIC HOUSING RENT**

### **Authority for Family to Select**

FWHS shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. FWHS may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by FWHS.

Annual choice: FWHS shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent at the time of their annual recertification appointment, only (not an option at interims).

### **Allowable Rent Structures**

#### **Flat Rents**

#### **Flat rents will be determined by the following method per HUD guidelines:**

1. Calculate flat rents using a rent reasonableness methodology, as defined in 24 CFR Part 960.253(b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method should consider the location, quality, size, unit type, unit age, and any amenities;
2. If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the FMR, FWHSs must set flat rents at the amount determined by the rent reasonableness study;
3. If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the FMR, FWHSs must set flat rents at no less than 80 percent of the FMR, subject to the utilities adjustment as described in section 3 of HUD Notice PIH 2014-12 (HA);
4. If the FMR falls from the previous year, FWHSs, may, but are not required to lower the flat rent amount to 80 percent of the FMR;

5. Include a description of flat rent policies in FWHS annual plan or in documents available for a public hearing as applicable;
6. Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;
7. At all new admissions, permit the family to choose between the flat rent amount and the income-based rent;

For families that are already paying the flat rent amount, FWHSs must offer any changes to flat rent amount at the next annual rent option, and permit the family to choose between the flat rent amount and the income-based rent; and Upon issuance of new FMRs by HUD, FWHS must:

- Determine if the current flat rent is at least 80% of the new FMR;
- Update the flat rent amounts, if necessary to meet the 80% requirement within a reasonable time but no later than 90 days of HUD publishing new FMRs;
- Apply the new flat rents to all new admissions and to existing families at the next annual rent option, subject to Section 6 of HUD Notice PIH 2014-12 (HA).

### **Income Based Rents**

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by FWHS that does not exceed the greatest of the following amounts:

30 percent of the family’s monthly adjusted income;

10 percent of the family’s monthly income; or

FWHS’s Minimum TTP of \$50.00.

### **Alternative non-public housing rent for Over-income families**

Effective June 2023, households whose total annual income as determined by an annual or interim reexamination exceeds the 120% AMI income limit published annually by HUD – will be considered “Over-Income” household and will be required to pay an alternative non-public housing rent which is;

- the applicable Fair Market Rent (FMR) as established by HUD for the bedroom size for Tarrant County or
- the amount (as established by HUD) received by FWHS in the form of subsidy and capital funds per unit for the development where the family resides.

### **Switching Rent Determination Methods Because of Hardship Circumstances**

In the case of a family that has elected to pay FWHS’s flat rent, FWHS shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the

period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and
- Such other situations as may be determined by FWHS. All hardship situations will be verified.

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

### **Minimum Rent Hardship Exemptions:**

A request for a minimum rent hardship exemption must be made in writing to the Housing Manager. The Housing Manager will suspend the minimum rent requirement beginning the month following the family's request. This suspension will continue until a determination has been made as to whether there is a qualifying hardship and whether it is temporary or long term. This determination will be made within 30 days.

The family will not be evicted for nonpayment of the minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

If it is determined that there is no qualifying financial hardship exemption, the rent will be reinstated, including back rent owed, from the beginning of the suspension. The family must pay the back rent on terms and conditions established in Chapter 13. (See Chapter on Complaints, Grievances and Appeals)

If it is determined that a qualifying financial hardship is temporary, the minimum rent will be reinstated from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established in Chapter 14, for the amount of back minimum rent owed by the family.

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

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to 24 CFR 5.628(a)(4) and 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to 24 CFR 5.628(a)(1), (a)(2) and (a)(3)).

Financial hardship includes these situations:

When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

When the family would be evicted because it is unable to pay the minimum rent;

When the income of the family has decreased because of changed circumstances, including loss of employment;

When a death has occurred in the family; and

Other circumstances as determined by the Manager of Housing Operations.

Other circumstances as determined by HUD.

### **Annual Reexamination**

FWHS shall review the income of families paying flat rent not less than once every 3 (three) years. Family composition will be reviewed annually for all families, including those paying flat rent.

At the annual reexamination, the family will complete a form on which they will indicate whether they choose flat rent or income-based rent. FWHS form will state what the flat rent would be and what the family's income-based rent would be, based on the income information provided by the family during the interview.

## Chapter 7

### VERIFICATION PROCEDURES

[24 CFR 5, Subpart B; 24 CFR 960.259]

#### INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by FWHS. Applicants and program Tenants must furnish proof of their statements whenever required by FWHS, and the information they provide must be true and complete. FWHS's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains FWHS's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. FWHS will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

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

FWHS will verify information through the six methods of verification acceptable to HUD in the following order (ranked highest to lowest):

LEVEL	VERIFICATION TECHNIQUE	RANKING
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system	HIGHEST
5	Upfront Income Verification (UIV) using non-EIV system (e.g., The Work Number, web-based state benefits system, etc.)	HIGHEST
4	Tenant-provided verification OR EIV + Self-Certification	HIGH
3	Written Third Party Verification Form	MEDIUM
2	Oral Third-Party Verification	MEDIUM
1	Self-Certification	LOW

## **Up-Front Income Verification (UIV)**

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

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

Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services).

Unemployment Compensation

Social Security Benefits (including Federal and State benefits, Black Lung benefits, and dual benefits).

**Under HOTMA, FWHS will not use UIV/EIV reporting for interim recertification.**

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

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

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

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

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

## **THRESHOLD FOR SUBSTANTIAL DIFFERENCES**

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

more (per family member) per month.

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

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

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

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

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

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

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

Third-party verification is required in the following instances:

- UIV is not available



- There is a “substantial difference” between tenant-provided documents and UIV verification
- The Tenant disputes the UIV data and provides supplemental supporting documentation

### **FWHS RESPONSIBILITIES FOR UTILIZING UIV SYSTEMS AND DATA**

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

To compare UIV information with participant-provided information

To resolve income discrepancies promptly to determine accurate tenant rents based on all available information

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

### **THIRD-PARTY WRITTEN VERIFICATION**

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

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

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

- Receipts for medical expenses or insurance premiums

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

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

### **THIRD-PARTY ORAL VERIFICATION**

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

### **ACCEPTABLE PARTICIPANT-PROVIDED DOCUMENTS**

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

- At least the last 4 consecutive, original wage stubs
- Social Security Administration award letter
- Bank Statements
- Pension benefit statements
- TANF award letter
- Computer printouts from the employer
- Other documents noted in this chapter as acceptable verification

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

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

Despite FWHS's best efforts to obtain third-party verifications in a timely manner,

sometimes third-party verifications are returned days or even weeks after the effective date of the new rent determination. In cases where the third-party verification is returned from sources within 30 day after the effective date of the recertification FWHS will only re-determine income when the difference between the third-party verification and the Tenant-provided verification is greater than \$100 per month for entire family.

### **LATE THIRD-PARTY VERIFICATION THAT REQUIRES A NEW INTERIM RECERTIFICATION**

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

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

### **SELF-CERTIFICATION/SELF-DECLARATION**

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

### **B. RELEASE OF INFORMATION**

All adults are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Applicants and participants have the option to revoke consent in writing. However, such revocation of consent will result in termination of assistance or denial of assistance. Family members who turn 18 or join the family after admission must sign a 9886.

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

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by FWHS or HUD.

**C. ITEMS TO BE VERIFIED**

All income not specifically excluded by the regulations.

Zero-income status of household.

Zero income applicants and Tenants will be required to complete a family expense form at each certification or recertification interview.

Full-time student status including High School students who are 18 or over.

Current assets exceeding \$5,000, including assets disposed of for less than fair market value in the preceding two years.

All current assets, regardless of value, will be verified at application and every three years following admission.

Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.

Total medical expenses of all family members in households whose head, co-head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members or certification that a family member does not have a Social Security Number.

Preference status, based upon FWHS preferences.

Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

**D. VERIFICATION OF INCOME**

This section defines the methods FWHS will use to verify various types of income, should EIV or UIV not be available or applicable.

**Employment Income**

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Likelihood of change of employment status and effective date of any known salary

increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

1. Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.
2. Employment verification form completed by the employer.
3. W-2 forms plus income tax return forms.
4. Self-certifications and/or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. Self-Certification is only acceptable if the self-employment has recently started and the participant has not yet been required to file an income tax return. Extensions by the government for filing must be documented. In cases where a participant is unable to produce income tax return and/or proof of said extension, the case will be referred for fraud investigation.

Applicants and program Tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, FWHS will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

### **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include:

1. Award or benefit notification letters prepared by the providing agency.
2. Benefit verification form completed by agency providing the benefits
3. Computer report electronically obtained or in hard copy.

### **Unemployment Compensation**

Acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.
3. Payment Stubs

### **Welfare Payments or General Assistance**

Acceptable methods of verification include:

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
2. FWHS verification form completed by payment provider.
3. Computer-generated Notice of Action.

### **Alimony or Child Support Payments**

Acceptable methods of verification include:

1. Twelve month printout from (CSEA) Child Support Enforcement Agency.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A twelve month printout from (CSEA) Child Support Enforcement Agency.

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare Notice of Action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

### **Net Income from a Business**

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

Acceptable methods of verification include:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
4. Family's self-certification as to net income realized from the business during previous year only in cases where the tax return has not yet been filed.(See employment income detailed in beginning of Section E).

### **Child Care Business**

If an applicant/Tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/Tenant is operating a "cash and carry" operation (licensed or not), FWHS will require the applicant/Tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

FWHS will conduct interim reevaluations every 120 (one hundred twenty) days and require the Tenant to provide a log with the information about customers and income.

### **Recurring Gifts**

The source must complete the Monetary Contribution Form.

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The family will also be required to complete a zero income questionnaire and must provide any necessary supportive documentation.

FWHS may request IRS information from the family.

FWHS may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

FWHS may conduct interim interviews/recertifications to verify zero income status.

### **Full-Time Student Status**

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

FWHS shall include as annual income any financial assistance in excess of amounts received for tuition and mandatory fees that a student receives. The excess rule applies to both full and part-time students, but only full-time students are eligible for the dependent deductions and earned income disregard of amounts over \$480 annually. The following financial assistance will be excluded for students over the age of 23 with “dependent children: Pell grants, Teach grants, Work Study, Federal Perkins Loans, teaching fellowships.

Income from the following will be excluded in calculations of excess income: Grants from state or local governments, private nonprofits, business entity, institution of higher learning.

Verification of full time student status includes:

Written verification from the registrar's office or other school official that states enrollment is either full/part-time.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

### **Verification of HUD Income Exclusions**

Exclusions from income are not required to be verified, documented in the file or reported on the form HUD-50058, in accordance with PIH Notice 2013-04 until such time as HUD rescinds authority for this provision.

FWHS will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions is not possible or practical, a review of documents or notarized self-certification will be obtained.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head of household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a Tenant service stipend. A Tenant service stipend is a modest amount (not to exceed \$200 a month) received by the Tenant for performing a service for FWHS, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse Tenants for expenses for serving as members of FWHS governing



board or commission.

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

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, FWHS may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion periods. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

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.

Food Stamps.

Annual Imputed Welfare Income if the family was not an assisted Tenant at the time of sanction.

Non-recurrent, short-term benefits under TANF assistance that:

- Are designed to deal with a specific crisis situation or episode of need;

- Are not intended to meet recurrent or ongoing needs; and

- Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training.

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child support information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

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

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub-marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2000 of per capita shares from judgement funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the Tenant family, who are unable to live alone).

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

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Any financial assistance received for mandatory fees and charges (in addition to tuition)

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of the Higher Educational Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payment.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

#### **E. INCOME FROM ASSETS**

Acceptable methods of verification include:

##### **Checking Account Interest**

The ending balance on the Tenants current statement will be used for the cash value.

##### **Savings Account Interest Income and Dividends**

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or FWHS verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that FWHS must adjust the information to project earnings expected for the next 12 months.

### **Interest Income from Mortgages or Similar Arrangements**

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

### **Net Rental Income from Property Owned by Family**

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's Notarized Statement as to net income realized.

## **F. VERIFICATION OF ASSETS (PIH NOTICE 2016-05)**

At program entry and at least triennially at the time of reexamination, FWHS will verify all asset declared by the Tenant to confirm the value and report the net assets on the 50058. During the intervening annual reexaminations, FWHS will require all adult family members to declare and sign the value of their net assets.

FWHS will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

**Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, FWHS will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

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

### **Child Care Expenses**

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

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

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical and Disability Assistance Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

An assistance animal and the upkeep and care of the animal.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purpose.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. FWHS may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

FWHS will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities**

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

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

### **Verification of Legal Identity**

In order to prevent program abuse, FWHS will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of date of birth and legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Birth records
- Church issued baptismal certificate
- Current or recent Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Department of Motor Vehicles Identification Card
- Voter registration card
- Company/agency identification card
- Any other state, local, national, or international official documents containing a birth date of comparable reliability

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

- Certificate of Birth / Record of Birth
- Adoption papers
- Custody agreement
- School records
- Health and human services identification card
- Any other state, local, national, or international official documents containing a birth date of comparable reliability

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name  
Birth Certificates / Record of Birth  
Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions  
Credit reports showing relationship

### **Split Households: Domestic Violence**

- Verification of domestic violence when assessing applicant split households includes: Shelter for battered persons
  - Police reports and/or medical records District Attorney's office Verification of Victim Status

### **Verification of Permanent Absence of Adult Member**

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

- Removal of a Household Member form completed by both the head of household and the individual that is being removed with supporting documentation as indicated below.
- Husband or wife institutes divorce action.  
Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available. These documents should be no less than 90 days old at the time of the request to remove member.
- Statements from other agencies such as social services that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.



- After two attempts to obtain the required documentation from the family, if FWHS has confirmed that no other proof can be provided, FWHS will accept a Statement from the family (Personal Declaration Form and/or Change of Family Status Form).

### **Verification of Change in Family Composition**

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

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Citizenship/Eligible Immigrant Status**

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

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

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

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

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

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

Failure to Provide. If an applicant or Tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible

member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For Tenant families, it is done at the first regular recertification after June 19, 1995. FWHSs that previously elected to “opt out” must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. FWHS will grant an extension of 30 (thirty) days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Tenant Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Tenant Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

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

FWHS will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

### **Verification of Social Security Numbers**

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

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

A valid driver's license as long as a Social Security Number is displayed

Identification card issued by a Federal, State or local agency

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or SSN from Social Security Administration

Discharge Papers from armed forces (DD214)

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to FWHS.

If an applicant or Tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or Tenant must sign a certification to that effect provided by FWHS. The applicant/Tenant or family member will have an additional 90 (ninety) days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

Individuals at least 62 years of age by January 31, 2010 are exempt from disclosure of their Social Security Number.

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

Social security numbers must be provided within two months of the birth or receiving custody of a child in order to receive the dependent deduction. If reported in a timely matter and the rent amount is reduced, a decrease in rent will be retroactive.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional (see Chapter on Occupancy Guidelines).

### **I. VERIFICATION OF SUITABILITY FOR ADMISSION**

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

FWHS and Other FWHSs property (to whom the family may owe debt)

### **Ability to meet financial obligations under the lease**

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

FWHS will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.

**Drug-related or violent criminal activity**

FWHS will complete a criminal background check of all applicants including other adult members in the household, or any member for which criminal records are available.

**Chapter 8**  
**TRANSFER POLICY**

**INTRODUCTION**

The transferring of families is a very costly procedure, both to FWHS and to the families. However, it is the policy of FWHS to permit a Tenant to transfer within or between housing developments when it is necessary to comply with occupancy standards, or when it will help accomplish the Affirmative Housing goals of FWHS. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

**A. ELIGIBILITY FOR TRANSFER**

Families will not be permitted to transfer during the initial year of occupancy, unless deemed an exception based on a hardship situation or a reasonable accommodation.

Families must be in good standing with FWHS and submit the requisite documentation to substantiate their request.

Except in an emergency situation, transfers will be avoided when the family is:

Delinquent in its rent;

About to be asked to move for reasons other than non-payment of rent; or

Not in good standing with FWHS due to rental history or a documented history of disturbances.

FWHS will not grant a transfer request solely to accommodate neighbors who "cannot get along."

**B. REASONS FOR TRANSFERS**

It is the policy of FWHS to require or permit Tenant transfers, within and/or between FWHS public housing developments for the following reasons:

**Emergency**

FWHS will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The Tenant's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable;

To abate dangerous and/or substandard living conditions.

Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner.

Ratio of transfers to waiting list applicants not applicable.

Emergency transfers are initiated by FWHS.

### **VAWA**

FWHS will authorize transfers to victims of domestic violence, dating violence, sexual assault, or stalking in accordance with the Violence Against Women Act.

VAWA transfers will be given the same priority as Emergency transfers and will be subject to FWHS's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

### **Special Circumstances**

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

The Tenant's unit is being modernized or significantly remodeled.

In such cases the family may only be offered temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit once rehabilitation is complete.

Tenants living in a development that has been awarded a Hope VI Revitalization or Demolition Grant must comply with the Relocation Plan written specifically for said development.

There is a reasonable fear of direct violence against the Tenant. Such transfer requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime.

FWHS will seek input from local law enforcement regarding all requests for transfers due to threat of violence.

### **Medical Hardship Accessibility (*Reasonable Accommodation*)**

FWHS will always consider a request to transfer as a reasonable accommodation for a person with conditions caused by long-term illness and/or a disability.

Transfer will be to the first available appropriate unit and will not be limited to a unit within the development.

Ratio of transfers to waiting list applicants not applicable.

Medical hardship and accessibility transfers are initiated by FWHS and/or written family request.

Once a family accepts a unit that meets FWHS-approved, reasonable accommodation and the needs of the person with a disability, FWHS will not approve an additional relocation or transfer unless there is a substantiated change in the qualifying condition/disability or subsequent diagnosis that was not the basis for the previous FWHS-approved reasonable accommodation.

## **Hardship**

A family may be eligible for a hardship transfer for valid and certifiable reasons such as:

When the head of household or spouse is enrolled in school or employed and has no reliable transportation and public transportation is not adequate. and the longer of a ninety (90) day probationary period or employer mandatory probationary period has been met.

Distance from the educational facility and/or employer will be taken into consideration when reviewing the request.

To live closer to a relative who will care for children of a working parent, providing that a) all other daycare options have been exhausted, and b) the longer of a ninety (90) day probationary period or employer mandatory probationary period has been met.

Transfers are initiated by written family request.

## **Underhoused (Overcrowded)**

To accommodate Tenant families who are determined to be under-housed by virtue of their family size.

Families with a newborn child will not be considered until that child is 1 (one) year old and the household exceeds the occupancy standards.

Executed when family's name reaches the top of transfer list and authorized unit available.

Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory.

Transfers are initiated by the written family request.

## **Overhoused**

To accommodate Tenant families who are determined to be overhoused by virtue of their family size.

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory.

Transfers are initiated by FWHS and/or written family request.

## **PRIORITY OF TRANSFERS**

The Transfer Waiting list will be maintained in rank order according to the following priorities; however, this order may be altered to enable transfers that will provide maximum utilization of all housing units.

Emergency and VAWA

Special Circumstances

Medical Hardship and Accessibility (Reasonable Accommodation)

Hardship

Underhoused

Overhoused

Non-Compliant with Single Family Home Initiative Eligibility

\*Transfers for Tenants who are overhoused or SFH non-compliant may alternate, based on housing stock availability.

### **C. MANDATORY TRANSFERS**

If there is a required change in the size of unit needed, it will be necessary for the Tenant to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the Tenant will be placed on a transfer list and moved to such unit when it does become available.

FWHS will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

This policy may be modified if the losing development has an occupancy rate of less than 97 percent.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, FWHS will evaluate the reason for the refusal and determine if it is one of good cause. If FWHS determines that there is no good cause, FWHS will begin lease termination proceedings.

FWHS will consider the living area for occupancy standards so that the family may avoid losing their assistance, as long as use of this space does not violate any State or Local Laws.



The Housing manager has the authority to suspend the mandatory transfer policy for 30 (thirty) days should the Tenant request such time as to provide sufficient information to FWHS to support the family's position.

**D. NON-MANDATORY TRANSFERS**

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

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

If a family who initiated a request refuses an offered unit, they will be removed from the transfer list unless FWHS determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered.

Good cause may be any of the following reasons:

Handicap or child-care assistance necessary for employment or schooling is not accessible.

Transportation necessary for employment or schooling is not accessible.

Tenant's inability to get utilities turned on in their name.

Suitable health care needs are not available.

Inaccessibility to essential services.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

**FWHS Incentives For Higher Income Families Transferring into Lower Income Developments**

FWHS will offer certain incentives to higher income families willing to transfer into lower income projects. FWHS will not take any adverse action against any higher income family declining an offer by FWHS to move into a lower income project, except for mandatory transfers where the family is to receive only one offer.

FWHS will offer the following incentives for higher income families transferring into lower income projects:

FWHS will pay for the installation of cable television.

FWHS will pay for the installation of telephone service.

FWHS will allow occupancy standards of one child per bedroom.

FWHS will target Single Family Home opportunities to higher income families into lower income projects.

**E. MOVING COSTS**

The Tenant shall pay all moving costs, except if the unit is not habitable through no fault of the Tenant or as required by FWHS.

**F. SECURITY DEPOSITS**

In most cases, the family will not be required to pay a new deposit.

If a new deposit is required and will create a financial hardship for the family, FWHS will enter into a payment agreement with the family. Any unused portion of the deposit from the family's current unit will be applied to the balance on the new security deposit and the family will be required to fulfill the remaining portion of the payment agreement until the security deposit on the new unit has been paid in full.

The Tenant will be billed for any charges that occur as a result of the Tenant moving out of the apartment. The office of the gaining development is responsible for collecting any maintenance charges due FWHS.

The date of the transfer does not change the reexamination date. The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.

**Chapter 9**  
**LEASING**  
**[24 CFR 966.4]**

**INTRODUCTION**

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

**A. LEASE ORIENTATION**

Upon execution of the lease, a FWHS representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

The family must attend an orientation before taking occupancy of the unit.

**Orientation Agenda**

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

- A copy of the Lease
- A copy of FWHS's lease and grievance procedure

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

- Applicable deposits and other charges
- Provisions of the Lease
- Family Choice of Rents
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Pet Policy/Assistance Animal Policy
- Copy of the Admissions and Continued Occupancy Policy is available at the management office

**B. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse, any other adult (18 years and older), and by an authorized representative of FWHS, 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 FWHS will retain one in the Tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current FWHS 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 FWHS 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 amended by drawing a line through the party's name and both parties will be required to initial and date the change. If, at any time, the Head of Household changes, a new lease will be executed.
- Lease signers must be persons legally eligible to execute contracts.
- The names and dates of birth of all household members are listed on the lease at initial occupancy and on the Personal Declaration form 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 FWHS, 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 aide are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.
- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to FWHS assistance, with the exception of occupancy while serving as the attendant for the participant family member.

FWHS 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.

### **C. ADDITIONS TO THE LEASE**

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

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

Factors determining household additions:

1. Household additions subject to screening:

Tenant plans to marry/add a domestic partner;

Tenant is awarded custody of a child over the age for which juvenile justice records are available;

Tenant desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

A unit is occupied by a remaining family member(s) under age 18 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. Factors determining household additions which may be subject to screening, depending on FWHS's discretion.

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are exempt from the pre-screening process.

4. In such cases where the addition of a new member who has not been born, married, legally adopted or received court awarded custody into the family, and the addition will affect the bedroom size required by the family, according to FWHS occupancy standards, FWHS will not approve the addition. If an individual who is proposed for addition and is subject to screening is denied admission, that individual may request an informal hearing.

5. Tenants who fail to notify FWHS 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 FWHS, and the entire household will be subject to eviction 24 CFR 966.4(f) (2 and 3).

6. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The Tenant must notify FWHS of the move-out within 10 (ten) 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.

FWHS will not add any other adult member of the family to the lease. They must apply as a new applicant.

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

7. The Tenant may not allow visitors to stay overnight more than 60 (sixty) total days in a

twelve month period.

The Tenant may not allow visitors to stay overnight more than 15 (fifteen) consecutive days in a twelve month period.

Visitors who remain beyond this period, without FWHS approval, shall be considered living in the unit as unauthorized household members, and their presence constitutes a breach of the lease.

Visitor use of the unit address and lack of evidence of any other address may be considered in determining if a visitor is an unauthorized household member in violation of the lease.

Visitor use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary may be considered in determining if a visitor is a permanent unauthorized household member in violation of the lease.

The family must request and receive FWHS approval prior to visitors arriving for any visitor who will be in the unit in excess of 15 (fifteen) consecutive days or 60 (sixty) total days in a twelve month period.

FWHS will approve non live-in aide services if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Non live-in aides will be permitted to provide assistance on an "as needed" basis only. No bedroom is provided because the aide has a permanent residence elsewhere. Participants must provide the name of the individual providing non live-in aide services to the Property Manager.

#### 8. Reentry Pilot Program-

See Chapter 2 pg. 2-16 for further language on this program.

#### **D. 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 vacant accessible unit to a non-disabled applicant, FWHS will offer such units:

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

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

FWHS will require a non-disabled person to agree to move to an available non-accessible unit within 30 (thirty) days when either a current Tenant or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of

the lease agreement.

**E. UTILITY SERVICES**

Utility services must be in the name of an adult (age 18 or older) member on the lease.

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.

Non-payment of excess utility charge payments to FWHS is a violation of the lease and is grounds for eviction.

**F. SECURITY DEPOSITS**

**Security Deposits**

New Tenants must pay a security deposit to FWHS at the time of admission. The amount of the Security Deposit is \$50.00.

FWHS may permit installment payments of security deposits when a new Tenant demonstrates a financial hardship to the satisfaction of FWHS. However, no less than one-half of the required deposit must be paid before occupancy.

The remainder of the deposit must be paid within 90 (ninety) days.

FWHS will hold the security deposit for the period the Tenant occupies the unit.

FWHS 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 Inspections Report that exceed normal wear and tear;

Other charges under the Lease.

FWHS will refund the Security Deposit less any amounts owed, within 30 (thirty) days after move out.

FWHS will provide the Tenant or the person designated by the former Tenant in the event of the former Tenant's incapacitation or death with a written list of any charges against the security deposit. If the Tenant disagrees with the amount charged to the security deposit, FWHS will address these charges in writing upon written dispute.

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

FWHS 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, FWHS will transfer the security deposit to the new unit. The Tenant will be billed for any maintenance or other charges.

### **Pet Deposit**

(See Chapter on Pet Policy.)

### **G. RENT PAYMENTS**

The Tenant rent is due on the first of every month, and payable by the eighth (8) day of every month, at FWHS-designated location. If the eighth (8) of the month falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If FWHS does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the eighth (8) day of the month, the Tenant must request a rent extension, from the Management no later than the eighth day of the month.

The notification must include an explanation of the circumstances which will delay the Tenant's payment. The Management may elect to extend the payment date no later than the fifteenth (15) day of the month. Management approval, in writing, will not be unreasonably withheld.

### **H. FEES AND NONPAYMENT PENALTIES**

If the Tenant fails to make payment by the eighth (8) day of the month, and FWHS has not agreed to accept payment at a later date, a Notice of Lease Termination will be issued to the Tenant with a 30 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

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

### **I. SCHEDULES OF SPECIAL CHARGES**

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

### **J. MODIFICATIONS TO THE LEASE**

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

A copy of such notice shall be posted in the central office, and:



Mailed by first class mail to Tenant.

Posted in at least two conspicuous places within each structure or building in which Tenants affected by the modifications or revisions are located.

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

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

**K. CANCELLATION OF THE LEASE**

Cancellation of the Tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

**L. INSPECTIONS OF PUBLIC HOUSING UNITS**

**Initial Inspections**

FWHS and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by FWHS and the Tenant, will be kept in the Tenant file.

**Vacate Inspections**

FWHS Management will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. FWHS will determine if there are Tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit refund.

The move-out inspection also assists FWHS in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next Tenant.

**Annual Inspections**

FWHS will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards (UPCS) if there are any *life-threatening* Health and Safety deficiencies.

Tenants will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by FWHS.

All inspections will include a check of all smoke alarms to ensure proper working order.

Required corrections will be repaired by FWHS within a week to 10 (ten) days of the inspection date.

For units with a deficiency, the inspector will leave a copy of the inspection letter with a note that maintenance will enter the unit within 10 days to correct the deficiencies.

Damages beyond normal wear and tear will be billed to the Tenant.

Tenants who repeatedly “fail” the inspection or cause excessive damage to the unit may be in violation of their lease.

#### Special Inspections

Housing management staff may request the inspector to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review FWHS operations periodically and as a part of their monitoring may inspect a sampling of FWHS’s inventory.

#### Emergency Inspections

Housing management staff, including FWHS inspectors may initiate an emergency inspections report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspections has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

#### Emergency Repairs to be Addressed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Broken lock, which affects unit security or safety

Water leaks from pipes or water supply; Plumbing leaks which have the capacity to create flooding or cause damage to the unit. Natural gas leaks or smell of fumes

Broken sewer lines and/or exposed raw sewage Electrical hazard; Power failure to whole unit/ full electric outage

HVAC failure

Inoperable, damaged, or missing smoke detectors will be treated as a 24 hour emergency and will be made operable by FWHS if the smoke detector is in need of repair.

Tenants who disengage smoke detectors for convenience purpose will be cited. (see “Housekeeping Citations” below.)

All life and safety issues

Stopped up sewer lines including clogged toilets and tubs (if only one toilet in unit) Heating system when exterior temperature is below 50 degrees F

Inoperative/damaged fire alarm systems

Inoperative/damaged emergency lighting or other life safety warning systems Assistance to emergency services when requested (Fire, Police, Medics)

#### Entry of Premises Notices

FWHS will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

FWHS will provide the family with 24 hour notice prior to entering the unit for non- emergency reasons other than the annual inspections.

If no person is at home, the inspector will enter the unit and conduct the inspections.

If no one is in the unit, the person(s) who enters the unit will leave a written notice and copy of the inspection to the Tenant explaining the reason the unit was entered and the date and time.

Where FWHS is conducting regular annual examinations of its housing units, the family will receive at least a week's advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons FWHS will enter the unit are: Inspections and maintenance

To make improvements and repairs To show the premises for leasing In cases of emergency

Pest Control

### **PEST CONTROL**

Annually, according to a pre-arranged schedule or as required, the pest control technician and a representative of FWHS will enter each residence to complete fumigation and/or baiting for the control of vermin and/or roaches, etc. Common pests (i.e., spiders, ants) not related to a large scale infestation should be handled as part of a Tenant's upkeep of the unit.

### **Bed Bug Policy**

FWHS is committed to providing units that are free from pest infestations. Pest control contracts and treatment plans are in place to address typical pest problems like roaches, ants, rodents, and bed bugs. A Fact Sheet has been developed to help educate Tenants about the problem with bed bugs and is given to all Tenants at the execution of their rental agreement.

Tenant awareness and compliance with this policy is key to preventing any initial infestation.

Tenant responsibilities include:

- Inspect the unit for any evidence of roaches, ants, termites, bed bugs, or bed bug infestation prior to move- in
- Notify FWHS of a previous experience of bed bug infestation
- Promptly notify FWHS of any known or suspected pests in their unit including bed bugs
- Maintain a regular house cleaning schedule including vacuuming of mattresses and other furniture
- Frequently launder bedding and clothing and dry them in a hot dryer (this process will kill all stages of bed bugs)
- Not bring second-hand clothing and furniture into their home or items they suspect could be infected

Avoid retaining in the unit clutter such as stacks of clothing, paper items and cardboard

Check luggage and clothing closely after traveling and immediately launder all clothing items  
Follow all directions from FWHS to clean and treat an infestation, including treating personal property and transferring to another dwelling unit.

It is our goal to maintain the highest quality living environment for our Tenants. Toward that goal, FWHS will inspect the unit prior to making it available for leasing in order to verify that there are no indications of the presence or infestation of insects or vermin including bedbugs in the unit. Unit inspections occur prior to lease up and on at least an annual basis. After any infestation and treatment, unit inspections for those units may occur on a more frequent basis in order to verify a pest free environment.

Prior to move-in, at the request of a Tenant, FWHS will inspect all luggage, bedding, clothing, and personal property which the Tenant intends to maintain in the unit or store anywhere in the building for indications of bedbugs. If an item has bedbugs, FWHS may either prohibit the Tenant from bringing the item into the unit and building, or mandate that the item be treated and certified as pest free before the item is brought into the unit or building.

The Tenant is responsible for anything they bring into the building. The Tenant shall not bring anything into the building that has come from a dumpster or refuse area. Used or second hand furniture, bedding, or clothing should be inspected closely prior to bringing them into the building or project grounds. Prior inspection and approval by FWHS to determine that an item is not infested or conducive to infestation by bedbugs is strongly recommended.

Tenants must immediately notify FWHS if they have bed bugs in their unit. If bed bugs are found in a unit, a treatment plan will be formulated.

All treatment plans are formulated with the partnership of a pest control professional. For more severe infestations Tenants may be temporarily relocated prior to treatment of the unit. Where necessary, Tenant soft goods, including furniture and carpet, will be disposed of in order to control continued infestation. FWHS provides the Tenant with information on how to prepare for the treatment process. In the event the Tenant has reason to believe that he or she has a medical condition which precludes the Tenant from being exposed to pesticides, the Tenant shall provide written verification from their physician of the Tenant's condition.

The Tenant may be required to discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals. FWHS will make good faith efforts to minimize the impact on the Tenant for any loss of personal property.

FWHS provides Tenants with a unit free from pests, rodents, or other types of bug infestations. Once a bed bug infestation is discovered FWHS will act quickly to keep the infestation from spreading and may temporarily provide the Tenant with lodging that is infestation free. FWHS will investigate the infestation in order to determine the likely source of the infestation.

Each Tenant is in control of their unit. Bed bugs are brought into the unit by the host, typically either the Tenant, their guest(s) or through used clothing or furniture. The costs incurred to clear the unit of these bugs may be borne by the Tenant, if they are determined/proven the source of the infestation. FWHS retains the right to terminate a Tenant's tenancy and require Tenants to vacate a dwelling unit in the event that the:

- Tenant's action or inaction contributes to or results in a pest infection
- Tenant action or inaction prevents treatment of an infestation
- Tenant fails to comply with the requirements of this policy

In addition, tenants who refuse entry or fail to cooperate with pest control requirements will be responsible for any and all charges related to treatment for removal of pests.

The family must call FWHS at least 48 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

#### **Non-Inspection Emergency Entry**

FWHS staff will allow access to the unit to proper authorities when the issues of health or safety of the Tenant are concerned.

#### **Family Responsibility to Allow Inspections**

FWHS must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight (48) hour written notice will be considered reasonable in all cases. The Tenant is notified of the inspection appointment by mail. The family must call FWHS at least 24 (twenty four) hours before the inspection date to reschedule the inspection, for extenuating circumstances.

If the Tenant refuses to allow the inspection, the Tenant will be in violation of the lease and the FWHS will notify the family of its intended action.

#### **Housekeeping**

Tenants who need an inspection due to housekeeping concerns will have a repeat inspection by housing management. If necessary, a re-inspection will be conducted within 2 (two) weeks.

If the family fails to comply with the re-inspection it can result in lease termination.

Warnings will be issued to Tenants who purposely and for convenience disengage the unit's smoke detector. Repeated warnings will be considered a violation of the lease.

#### **Tenant Damages**

Repeated failed inspections or damages to the unit beyond wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items which could be charged against the Tenant's security deposit under state law or court practice.

#### **TRASH DISPOSAL AND RECYCLE PROGRAM**

Proper disposal of trash by the Tenant is required. All trash which is unacceptable for recycling, should be securely wrapped and fastened in plastic bags and deposited in the cans or bins provided.

Large articles, such as boxes, must be flattened before depositing in cans or bins. The Tenant should dispose of stuffed furniture, mattresses, tables, chairs etc...as required by the site.

### **APPLIANCES**

FWHS supplies stoves and refrigerators in all units. If Tenants have their own appliance, documentation will be made and Tenant is responsible for the upkeep and maintenance of their personally owned appliance. At no time are FWHS owned appliances to be removed from the premises. Proper authorities will be notified to recover stolen appliances.

The Tenant must maintain appliances in an acceptable condition. Requests for repairs should be reported to maintenance. Tenant caused damage or neglect will be assessed on a pro-rated basis.

Only washers and/or dryers supplied and installed by FWHS will be serviced by FWHS. Families may install own washer/ dryers with appropriate provisions and prior written approval of management.

### **WINDOW COVERINGS**

Only shades, blinds, drapes or curtains are acceptable window coverings. Tenants are responsible for removal and/ or repairs of Tenant installed window coverings. For units without FWHS-installed window shades, coverings are required as indicated.

### **PARKING**

Tenants are required to park only in designated areas

### **INOPERATIVE AND ABANDONED VEHICLES**

Inoperative vehicles will be promptly removed from a FWHS property. Vehicles must have current registration and insurance in the Tenant's name. Failure to supply current registration will result in vehicle being towed.

Vehicle repairs on FWHS property are prohibited. Offenders will receive written notice to discontinue the activity at once. Failure to comply will result in the towing of the vehicle and notification of a lease violation for the tenant. Abandoned vehicles will be removed promptly from FWHS property. Management is authorized to have such vehicles ticketed and towed. Where ownership is known the owner will be given a written notice to remove the vehicle. If the owner does not comply within forty-eight (48) hours the vehicle may be towed at owner's expense. If a vehicle is given a 48-hour notice, for cure, this notice will serve in perpetuity for the issue it was written and the vehicle will be subject to tow without any further warning.

## **SMOKE DETECTORS/ CARBON MONOXIDE DETECTORS**

Smoke detectors and their accompanying devices are placed in dwelling units and common areas for the expressed protection of the building occupants and property. The Authority is required by law to have operational smoke detectors in all of its units.

Lease violation – Tenants who disengage smoke detectors or related fire safety equipment will be cited and fined. Where these detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the smoke detector is a lease violation and grounds for termination of the lease. Tampering with, destroying, or dismantling any part of a safety device, including but not limited to, smoke detectors, alarm pull stations, fire extinguishers, or other notification devices, is grounds for lease termination.

Charges – The Tenant will be charged a fee in accordance with the Schedule of Fees and Charges for reinstallation of each smoke detector or other safety related device that has been disabled or removed. This includes replacement of batteries that have been removed and has inactivated the smoke detector.

Inspections – During scheduled unit inspections or when responding to general maintenance work orders, smoke detectors and other fire, life, safety equipment that are part of the building safety system will be checked to insure proper functioning.

Reporting – It is mandatory that non-functioning smoke detectors and any related safety equipment be reported to the tenant's community management office as soon as discovered. Inoperable smoke detectors will be treated as a twenty-four (24) hour emergency and will be made operable by FWHS if the smoke detector is in need of repair.

## **OPEN FLAME COOKING DEVICES**

FWHS will follow the regulation enforced by the local fire departments in the Fort Worth region -Texas Fire Code, Section 308.3.1

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within 10 feet of any FWHS building. Exceptions include an electric barbecue and propane fueled cooking device not greater than one (1) pound gas liquid propane capacity.

All ashes, grease and or waste produced by any barbecue device shall be completely extinguished and appropriately and safely disposed of with careful consideration to not cause any trash receptacle fires.

Note: Completely extinguished means no heat is being produced or generated from any part of waste being disposed of. Wait at least 24 hours before disposal. Waste products are not allowed to accumulate in a Tenant's unit, porch, planter area, or any area under the Tenant's control or dumped on FWHS property. After proper cooling has occurred waste products must be placed in a sealable trash bag prior to being placed in trash receptacle.

## Chapter 10

### PET/ASSISTANCE ANIMAL POLICY

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

#### INTRODUCTION

This pet policy is to establish FWHS's policy for ownership of pets in elderly, disabled and family housing and to ensure that no applicant or Tenant is discriminated against regarding admission or continued occupancy because of ownership of pets. The policy also establishes reasonable rules governing the keeping of common household pets. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure the animals receive responsible care. The policy applies to all pets kept in FWHS housing. The rules adopted are reasonably related to the legitimate interest of FWHS to provide a decent, safe and sanitary living environment for all Tenants, to protect and preserve the physical condition of the premises, and to protect the financial interest of FWHS.

The purpose of this policy is to establish FWHS's policy and procedures for ownership of pets in elderly and disabled and family units and to ensure that no applicant or Tenant is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

#### ASSISTANCE ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

An Assistance Animal is not a pet. Conditions and restrictions that FWHS places on pets may not be applicable to assistance animals (e.g. breed restrictions). There are two types of assistance animals: (1) *service animals* (dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability), and (2) *support animals* (other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities). A Tenant who is a person with a disability may be approved for an assistance animal once a request for reasonable accommodation is submitted and evaluated by the Reasonable Accommodation Committee, unless the disability related need for the animal is obvious. But a person with a disability is not automatically entitled to have an assistance animal. Supporting documentation may be required as part of the evaluation process. (See Reasonable Accommodation policy on page 1-5) A Tenant who is a person with a disability may be approved for an assistance animal once a request for reasonable accommodation is submitted and evaluated by the Reasonable Accommodation Committee, unless the disability related need for the animal is obvious. But a person with a disability is not automatically entitled to have an assistance animal. Supporting documentation may be required as part of the evaluation process.



**A. MANAGEMENT APPROVAL OF PETS/ASSISTANCE ANIMALS**

All pets must be approved in advance by FWHS management.

The pet/assistance animal owner must submit and enter into a Pet/Assistance Animal Agreement with FWHS.

**B. Types of Pets Allowed**

No types of pets other than the following may be kept by a Tenant

Tenants are not permitted to have more than one *type* of pet.

1. Dogs

Maximum number: one

Maximum adult weight: 25 pounds

Maximum adult height: may not exceed 15" at the shoulder

Must be housebroken

Must be spayed or neutered (unless under 6 (six) months)

Must have all required inoculations required by state or local laws

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed immediately from the unit

2. Cats

Maximum number: one

Must be spayed or neutered

Must have all required inoculations required by state or local laws

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

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed from the unit immediately

3. Birds

Maximum number: one

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 10 (ten) gallons

Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: two

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT considered “common household pets”:

Domesticated dogs that exceed 25 pounds or is 15” at the shoulder. (Exceptions may apply for dogs approved as assistance animals. See ‘Assistance Animals that Assist Persons with Disabilities’ section.)

Vicious or intimidating pets. Dog breeds including [pitbull/ rottweiler/ dalmatian/ chow/ boxer/ doberman /German shepherd] [] are considered vicious or intimidating breed and are not allowed. (Exceptions may apply for dogs approved as assistance animals. See ‘Assistance Animals that Assist Persons with Disabilities’ section.)

Animals who would be allowed to produce offspring for sale.

Wild, feral, or any other animals that are not amenable to routine human handling.

Any poisonous animals of any kind.

Fish in aquariums exceeding 10 gallons in capacity.

Non-human primates.

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.

Pot-bellied pigs.

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to children.

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans. Snakes or other kinds of reptiles.

No exotic, wild animals, or any other animal not permitted by state or local laws may be kept by any Tenant.

### **C. REGISTRATION OF PETS/ASSISTANCE ANIMALS**

Animals must be registered with FWHS before they are brought onto the premises.

Registration includes certificate signed by a licensed veterinarian or State/local authority that the animal:

- has received all inoculations required by State or local law
- has no communicable disease(s) and is pest-free.

Registration must be renewed annually at the designated development office.

Animal information, proof of licensing and veterinarian certification must be submitted to the development office when requested by the development manager.

Each animal owner must provide one color photographs of their animal(s).

### **Refusal To Register Pets**

If FWHS refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

FWHS will refuse to register a pet if:

The pet is not a “common household pet” as defined in this policy;

The pet owner fails to provide complete pet registration information

The pet owner fails to update the registration annually;

FWHS reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

### **D. PETS TEMPORARILY ON THE PREMISES**

Excluded from the premises are all animals and/or pets not owned by Tenants, except for service animals.

Tenants are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by FWHS.

### **E. DEPOSITS FOR PETS**

Tenants with pets must pay a pet deposit of \$200.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

FWHS will refund the Pet Deposit to the Tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the Tenant moves or upon removal of the pet from the unit.

All reasonable expenses incurred by FWHS as a result of damages directly attributable to the presence of the animal in the project will be the responsibility of the Tenant, including, but not limited to:

The cost of repairs and replacements to the Tenant's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project, if applicable.

The expense of flea de-infestation shall be the responsibility of the Tenant.

If the Tenant is in occupancy when such costs occur, the Tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The Tenant will be billed for any amount that exceeds the pet deposit.

Pet Deposits are not a part of rent payable by the Tenant.

#### **F. PET/ASSISTANCE ANIMAL AREA RESTRICTIONS**

Animals must be maintained within the Tenant's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the Tenant or other responsible individual at all times. (Some exceptions may apply per the Americans with Disabilities Act of 2008).

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. Exceptions may apply for animals that are approved as assistance animals necessary for persons with disabilities.

An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area will be identified and marked with signs at each development.

Animal owners are not permitted to exercise animals or permit animals to deposit waste on project premises outside of the area designated for such purposes.

#### **G. ANIMAL CARE**

No dog or cat shall be left unattended in any apartment for a period in excess of 12 (twelve) hours. All other animals, excluding fish, shall not be left unattended for more than 24 (twenty four) hours.

All animal owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her animal.

Animal owners must recognize that other Tenants may have chemical sensitivities or allergies related to animals, or may be easily frightened or disoriented by animals. Animal owners must agree to exercise courtesy with respect to other Tenants.

#### **H. RESPONSIBLE PARTIES**

The animal owner will be required to designate two responsible parties for the care of the animal if the health or safety of the animal is threatened by the death or incapacity of the animal owner, or by other factors that render the animal owner unable to care for the animal.

#### **I. PET/ASSISTANCE ANIMAL RULE VIOLATION NOTICE**

The authorization for an animal may be revoked at any time subject to the Housing Authority's grievance procedure if the animal becomes destructive or a nuisance to others, or if the Tenant fails to comply with this policy.

Tenants who violate these rules are subject to:

Mandatory removal of the animal from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a animal owner has violated the Pet/Assistance Animal Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet/assistance animal rule(s), which were violated. The notice will also state:

That the animal owner has 10 (ten) days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the animal owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the animal owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the animal owner's tenancy.

#### **J. NOTICE FOR ANIMAL REMOVAL**

If the animal owner and FWHS are unable to resolve the violation at the meeting or the animal owner fails to correct the violation in the time period allotted by FWHS, FWHS may serve notice to remove the animal.

The Notice shall contain:

A brief statement of the factual basis for FWHS's determination of the Pet/Assistance Animal Rule that has been violated;

The requirement that the animal owner must remove the animal within 2 (two) days of the notice; and

A statement that failure to remove the animal may result in the initiation of termination of tenancy procedures.

**K. TERMINATION OF TENANCY**

FWHS may initiate procedures for termination of tenancy based on a pet/assistance animal rule violation if:

The animal owner has failed to remove the animal or correct an animal rule violation within the time period specified; and

The animal rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

**L. ANIMAL REMOVAL**

If the death or incapacity of the animal owner threatens the health or safety of the animal, or other factors occur that render the owner unable to care for the animal, the situation will be reported to the Responsible Party designated by the animal owner. This includes animals that are poorly cared for or have been left unattended for over 24 (twenty four) hours.

If the responsible party is unwilling or unable to care for the animal, or if FWHS after reasonable efforts cannot contact the responsible party, FWHS may contact the appropriate State or local agency and request the removal of the animal, or FWHS may place the animal in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, FWHS may donate the animal to a humane society. Cost of this professional care will be borne by the animal owner.

If the animal is removed as a result of any aggressive act on the part of the animal, the animal will not be allowed back on the premises.

## Chapter 11

### REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

#### **INTRODUCTION**

HUD requires that FWHS offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for FWHS to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but FWHS decides what other changes must be reported and the procedures for reporting them. This Chapter defines FWHS's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

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

Qualify as a family as defined in this policy;

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

Whose family members have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/non-contending documents.

#### **B. ANNUAL REEXAMINATION**

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rents, FWHS must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every three years. For families who move in on the first of the month, the annual re-certifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual re-certifications will be completed no later than the first of the month in which the family moved in, the following year. [Example: If family moves in August 15, the effective date of the next annual recertification is August 1].

When families move to another dwelling unit:

The annual recertification date will not change.

### Reexamination Notice to Fixed Income Families

FWHS may streamline annual reexaminations for elderly and disabled families on fixed income in accordance with PIH Notice 2016-05, effective until the notice expires, is amended, superseded, or rescinded.

FWHS will maintain a streamline reexamination tracking system and the household will be notified by mail at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, FWHS will provide the notice in an accessible format.

FWHS will also mail the notice to a third party, if requested.

### Procedure

The completion of annual reexaminations for fixed income families will be:

Complete the reexamination process through the mail, using cost of living adjustments to determine income and rent.

### Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 (ninety) days in advance of the anniversary date. The interview may be conducted in person, over the phone, by mail, and/or by electronic submission at the discretion of FWHS. If requested as an accommodation by a person with a disability, FWHS will provide the notice in an accessible format. FWHS will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

### Persons with Disabilities

Persons with disabilities, who are unable to come to FWHS's office, will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

### Choice of Rents

The Family will be given the option of paying an income-based rent or a flat rent at each annual reexamination appointment. Families that choose the flat rent will be required to complete an annual reexamination of their household composition and will be required to complete reexamination of annual income every 3 years.

### Collection of Information

FWHS representative will interview the family and then verify all information. Once the verifications are returned, the data will be entered on the recertification form.



The family is required to complete a *Personal Declaration* form prior to all annual certification interviews.

### **Requirements to Attend**

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All family members 18 years of age and older.

If all adult members are unable to attend the interview:

The appointment will be rescheduled.

The necessary paperwork can be sent home with the head of household (or the unavailable adult can be rescheduled to complete their paperwork), provided that the information is received within 10 (ten) days to recertify.

### **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date at least two business days (48 hours) before the appointment date if there is a conflict with a work or school schedule or due to medical reason.

If the family does not appear for the initial recertification interview, and has not rescheduled or made prior arrangements, FWHS will

Immediately schedule a second appointment

If the family fails to appear for the rescheduled appointment, and has not made prior arrangements, FWHS will

Terminate tenancy for the family.

The Recertification Manager may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### **Documents Required From the Family**

In the notification letter to the family, FWHS will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of liquid and non-liquid assets

Documentation to substantiate any deductions or allowances

Personal Declaration Form completed by head of household, and signed by all adult members

### **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

- the continued eligibility of the Tenant as a *family* or as the *remaining member* of a family;
- the unit size required by the family;
- the amount of rent the family should pay.

### **Changes In The Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4 (c)]. In the event a participant is due a refund due to error by FWHS staff, it will be issued by one of the following methods, depending on the nature of the error:

- A check issued to the participant and mailed to the address of the subsidized unit, an adjustment to the tenant ledger or a credit to the participant or a credit to the participants Utility Assistance Payment debit card issued by FWHS.

Utility allowance will be changed at any interim rent change or at the annual reexamination.

### **Tenant Rent Increases**

If tenant rent increases, a thirty-day notice will be mailed to the family prior to the effective date.

If less than thirty days are remaining before the effective date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

### **Tenant Rent Decreases**

If tenant rent decreases, the change will be effective the first of the following month that the family reported the change. If necessary, FWHS will run another HUD 50058 as an annual recertification.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by FWHS. The decrease will not be processed retroactively.

If the Tenant rent decreases and the Tenant reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification the change will be treated as an interim recertification. The change will be effective the first (1<sup>st</sup>) of the following month that the family reported the change. In this case FWHS processes and submits another HUD 50058 as an annual

recertification

### **C. REPORTING INTERIM CHANGES**

Under HTOMA, the following will apply to interim recertifications:

- FWHS may elect to defer an interim recertification for income increases during the last three (3) months of the recertification period.
- FWHS will not process an interim recertification for earned income increases if the change does not amount to 10% of the household annual income and interim recertification to decrease income was not completed during the recertification period.
- FWHS will not process an interim recertification for income increases/decreases if the change amount does not amount to 10% of the household annual income..

Families must report all changes in household composition and income to FWHS between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody.

Exception: Families paying flat rent are not required to report any increase in income or assets until their required reexamination of household income every 3<sup>rd</sup> year.

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by FWHS of the family member being added to the lease.

#### **Increases In Income to be reported**

Families are required to report all increases in income or assets that occur between regularly scheduled annual recertification within **ten (10) days of the change.**

#### **Decreases in Income and Rent Adjustments**

Tenants may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment. FWHS will process the rent adjustment unless FWHS confirms that the decrease in income will last less than thirty (30) days.

If the family causes a delay in the processing of the recertification, rent change will be effective on the first day of the month following completion of the recertification processing by FWHS.

#### **Other Income Issues**

For families reporting less than \$2400 in annual income, an interim recertification will be performed every sixty (60) days.

**D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

FWHS will not reduce the public housing rent for families whose welfare assistance is reduced due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A “specified welfare benefit reduction” does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

**Definition of Covered Family:**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**Definition of “Imputed Welfare Income”:**

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

The amount of imputed welfare income is determined by FWHS, based on written information supplied to FWHS by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted Tenant of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

### **Verification Before Denying a Request to Reduce Rent**

FWHS will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

FWHS will rely on the welfare agency's written notice to FWHS regarding welfare sanctions.

### **Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and FWHS denies the family's request to modify the amount, FWHS will provide the Tenant with a notice of denial, which will include:

An explanation for FWHS's determination of the amount of imputed welfare income.

A statement that the Tenant may request a grievance hearing.

A statement that the information received from the welfare agency cannot be disputed at an FWHS grievance hearing, and the issue to be examined at the grievance hearing will be FWHS's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits (sanction must be disputed with the Department of Jobs & Family Services).

If the Tenant requests a grievance hearing, the Tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

**E. OTHER INTERIM REPORTING ISSUES**

Any changes reported by Tenants other than those listed in this section will be noted in the file by the staff person, but will not be processed between regularly scheduled annual re-certifications.

**FWHS Errors**

If FWHS makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

**F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

**Procedures When the Change is Reported in a Timely Manner**

Reporting in a timely manner is defined as being reported by completing the “Change of Family Status Form” at the Development Manager’s office within 10 days from the date that the change occurred. FWHS will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice when reported in a timely manner as described above except in the following situation:

The family has failed to provide required documentation to implement the change following 2 requests by FWHS. In this situation the change will be processed as an untimely report and will become effective the month following the date of the 2<sup>nd</sup> request for information. Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

**Procedures when the Change is not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the first of the month following the month in which the misrepresentation occurred, and may proceed to terminate the lease. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement and/or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following submission of the Change of Family Status form and completion of processing by FWHS and not retroactively.

### **Procedures when the Change is not Processed by FWHS in a Timely Manner**

"Processed in a timely manner," means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by FWHS in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by FWHS.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

If there is an adjustment (credit) applied to the account due to a retroactive rent calculation, all money due the Tenant will be applied to any outstanding balance due to a previous rent repayment agreement prior to issuing a refund to the Tenant.

### **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by FWHS. The family must inform FWHS and request approval of additional family members other than additions due to birth.

FWHS will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported, in writing, within 10 (ten) calendar days of the occurrence by completing the "Change of Family Status Form" at the Development Manager's office.

If an adult family member is declared permanently absent by the head of household, the notice must contain a statement by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

### **Increase in Family Size**

FWHS will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a FWHS-approved live-in aide.

Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

### **Definition of Temporarily/Permanently Absent**

FWHS must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse or co-head is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. FWHS will evaluate absences from the unit in accordance with this policy.

### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, FWHS will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify FWHS before they move out of a unit in accordance with the lease and to give FWHS information about any family absence from the unit.

Families must notify FWHS if they are going to be absent from the unit for more than fifteen consecutive days. A person with a disability may request an extension of time as an accommodation.

“Absence” means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, FWHS may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without FWHS permission, for more than 60 (sixty) consecutive days, the unit will be considered to be vacant and abandoned FWHS will terminate tenancy.



As a reasonable accommodation for a person with a disability, FWHS may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence, which resulted in termination of tenancy, was due to a person's disability, and FWHS can verify that the person was unable to notify FWHS in accordance with the lease provisions regarding absences, and if a suitable unit is available, FWHS may reinstate the family as an accommodation if requested by the family.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 90 (ninety) days in a 12 month period except as otherwise provided in this Chapter.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, FWHS will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 (ninety) consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current. If the family member returns to the public housing unit prior to a court order authorizing return of possession to FWHS, the termination will be withdrawn and the member may continue to reside in the unit.

If the person who is determined to be permanently absent (including absence due to stays in a facility such as a hospital, nursing home, or rehabilitation center over 180 consecutive days) is the sole member of the household, assistance will be terminated in accordance with FWHS's "Absence of Entire Family" policy.

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 60 (sixty) consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 60 (sixty) consecutive days. The rent and other charges must remain current during this period.

FWHS will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other Tenants.

### **Foster Care and Absences of Children**

If the family includes a child or children temporarily absent from the home due to placement in foster care, FWHS will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 (six) months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the

home permanently, the household will be placed on the over-housed transfer list and the unit size will be reduced in accordance with FWHS's occupancy guidelines.

### **Absence of Adult**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, FWHS will treat that adult as a visitor for the first 60 (sixty) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, FWHS will secure verification from social services staff or the attorney as to the status.

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

FWHS will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 90 (ninety) days and it is reasonable to expect that custody will be granted.

When FWHS approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker would be counted pending a final disposition. FWHS will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 60 (sixty) days, the person will be considered permanently absent.

If an adult, other than the head, co-head or spouse, goes into the military and leaves the household, they will be considered permanently absent (with the exception of a reserve unit).

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

### **Visitors**

Any visitor, not included on the HUD 50058 or the dwelling lease, who has been in the unit more than 15 (fifteen) consecutive days, or a total of 60 (sixty) days in a twelve month period, without FWHS approval, will be considered to be living in the unit as an unauthorized household member.

Visitor use of the unit address and lack of evidence of any other address may be considered in determining if a visitor is an unauthorized household member in violation of the lease.

Visitor use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary may be considered in determining if a visitor is a permanent unauthorized household member in violation of the lease.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 120 (one hundred twenty) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 (one hundred eighty) days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

#### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the Tenant family, the person must have been previously approved by FWHS to be living in the unit.

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

In order for a minor child to continue to receive assistance as a remaining family member:

FWHS has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

FWHS shall grant exceptions from the occupancy standards if the family requests and FWHS determines the exceptions are justified according to this policy.

FWHS will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

FWHS will consider the size of the unit, as well as the number of bedrooms, when an exception is requested.

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

(Reference chapter on Occupancy Guidelines)

#### **J. OVER-INCOME LIMIT**

If a family's income has exceeded 120 percent of the area median income (AMI) for the most recent two (2) consecutive annual reviews, FWHS will:

Terminate the family's tenancy within 6 months of the second income determination

Or

Charge the family a monthly rent equal to the greater of:

The applicable Fair Market Rent (FMR), or

The amount of monthly subsidy for the unit, including amounts from the operating and capital fund.

**Tracking and Notification**

Once a family's income has been documented to exceed the 120% AMI income limit, this will be documented and compared to the family's income one year later.

If, after one year of the initial over-income determination, the family's income continues to exceed the over-income limit, written notification will be provided to the family informing them that their income has exceeded the over-income limit for one year and that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination of tenancy.

**Chapter 12**  
**LEASE TERMINATIONS**  
**[24 CFR 966.4]**

**INTRODUCTION**

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

**A. TERMINATION BY TENANT**

The Tenant may terminate the lease at any time by providing FWHS with a written 30 (thirty) days advance notice as defined in the lease agreement.

**B. TERMINATION BY FWHS**

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

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter on Community Service.

The lease may be terminated by FWHS at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following: (See Sections VII, IX and XIV of the dwelling lease)

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent; (for minimum rent hardship exemptions, please see Chapter 6-V)

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or 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 FWHS 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. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

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

Non-compliance with Non-Citizen Rule requirements.

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term (if implemented, see Chapter on Community Service);

Discovery after admission of facts that made the Tenant ineligible;

Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income;

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

Other good cause.

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

The person demonstrates successful completion of a credible rehabilitation program approved by FWHS, or

The individual involved in drug-related criminal activity is no longer in the household because the person is deceased or is incarcerated.

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

## **C. NOTIFICATION REQUIREMENTS**

FWHS'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 Tenant all of the rights and protections afforded by the regulations and this policy. (See Chapter 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.

### **Timing of the Notice**

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

At least 30 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, according to State law, considering the seriousness of the situation when the health or safety of other Tenants or FWHS employees is threatened;

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

### **Drug related Criminal Activity**

FWHS 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.

FWHS will terminate assistance of participants in cases where FWHS 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 Tenants. This includes cases where FWHS determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

FWHS will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 3 (three) months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 3 (three) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 3 (three) 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 Tenants or employees of the HA, 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, FWHS will give fair consideration to the seriousness of the activity with respect to how it would affect other Tenants, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

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

The person demonstrates successful completion of a credible rehabilitation program approved by FWHS, or

The individual involved in drug-related criminal activity is no longer in the household because the person is deceased or is incarcerated .

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

**D. TERMINATIONS DUE TO DOMESTIC VIOLENCE IN ACCORDANCE WITH THE VIOLENCE AGAINST WOMEN ACT (VAWA).**

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 assistance, tenancy or occupancy rights, if the Tenant or an affiliated individual of the Tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking.

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

FWHS may honor court orders regarding the rights of access or control of the property, including Emergency Protection Orders (EPO), Domestic Violence Orders (DVO), and other orders issued to protect the victim and issued to address the distribution or possession or property among household members where the family "breaks up."

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

There is no prohibition on FWHS terminating assistance if it "can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant's (victim's) assistance is not terminated."

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



Domestic violence incidents will be evaluated on a case by case basis. FWHS may require certification by the individual of their victim status. When appropriate, FWHS may accept medical and/or police records in lieu of certification. When required, certification shall be submitted on FWHS and/or HUD approved forms. The individual shall provide such certification within 14 business days after FWHS requests such certification. If the certification is not received within the 14-day deadline, assistance may be terminated. The 14-day deadline may be extended at the discretion of FWHS.

**E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**  
[24 CFR 5.514]

If FWHS 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 not less than 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.

**F. TERMINATIONS DUE TO OVER INCOME**

FWHS may terminate tenancy if the family's income has exceeded 120 percent of the area median income for two consecutive years.

When FWHS discover through an annual or interim reexamination that the family's income exceeds the applicable over-income limit of 120% of the area median income, FWHS must document that the family exceeds the threshold and compare it with the family's income a year later. If one year after the initial over-income finding by FWHS, the family's income continues to exceed the over-income limit, FWHS must provide written notice to the family.

This notice must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on FWHS's policies.

If the initial over-income determination was made during an interim reexamination, FWHS must conduct a second interim income reexamination on that date one year later. However, if a FWHS discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

**Record Keeping**

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

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

## Chapter 13

### COMPLAINTS, GRIEVANCES AND APPEALS

#### [24 CFR 966. Subpart B]

#### INTRODUCTION

It is the policy of FWHS to ensure that all families have the benefit of all protections due to them under the law. Therefore, FWHS has established a grievance procedure which affords all Tenants the opportunity to be heard when a Tenant disputes, within a reasonable time, any FWHS action or failure to act involving the Tenant's lease with FWHS or FWHS regulations which adversely affect the individual Tenant's rights, duties, welfare or status.

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

Grievance procedures are not applicable to the following issues:

- Disputes with non-Tenants
- Disputes between Tenants not involving FWHS
- Disputes between a live-in aide and FWHS
- Disputes not involving FWHS
- Disputes involving drugs, violence, felony conviction or non-payment of rent
- Class grievances

Applicants are provided the opportunity for an informal review. Tenants are provided the opportunity for an informal settlement meeting and a formal hearing.

FWHS does not discriminate against persons with disabilities. Tenants may request a Reasonable Accommodation in order to participate in the complaint/grievance/appeals process; this includes language interpretation services.

#### A. COMPLAINTS

It is the policy of FWHS to ensure that all families have the benefit of all protections due to them under the law. Therefore, FWHS has established a grievance procedure which affords all Tenants the opportunity to be heard when a Tenant disputes, within a reasonable time, any FWHS action or failure to act involving the Tenant's lease with FWHS or FWHS regulations which adversely affect the individual Tenant's rights, duties, welfare or status.

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- Class grievances

Applicants are provided the opportunity for an informal review. Tenants are provided the opportunity for an informal settlement meeting and a formal hearing.

FWHS does not discriminate against persons with disabilities. Tenants may request a Reasonable Accommodation in order to participate in the complaint/grievance/appeals process; this includes language interpretation services.

**Complaints from families.** If a family disagrees with an action or inaction of FWHS, complaints will be referred to the Housing Manager. Complaints regarding physical condition of the units may be reported by phone to the Customer Service Department.

**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 Housing Manager.

**Complaints from the general public.** Complaints or referrals from persons in the community in regard to FWHS or a family will be referred to the Customer Service Department.

Anonymous complaints will be checked whenever possible.

## **B. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet FWHS's admission standards, or where FWHS 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.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to FWHS within 14 (fourteen) working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, FWHS will provide an informal hearing within 30 (thirty) working days of receiving the request. FWHS will notify the applicant of the place, date, and time.

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 and the evidence along with the data compiled by FWHS will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 (ten) working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing Tenants do not apply to FWHS determinations that affect applicants.

### **C. APPEALS BY TENANTS**

Grievances or appeals concerning the obligations of the Tenant or FWHS under the provisions of the lease shall be processed and resolved in accordance with the Public Housing Grievance Procedure of FWHS, which is in effect at the time such grievance or appeal arises.

### **D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

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

Assistance to a family may not be terminated or denied while FWHS hearing is pending but assistance to an applicant may be delayed pending FWHS hearing.

### **INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, FWHS notifies the applicant or Tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with FWHS either in lieu of or subsequent to the INS appeal.

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

The request for a FWHS hearing must be made within fourteen (14) working days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the Public Housing Grievance Procedure. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members FWHS will:

Deny the applicant family.

Terminate the participant

If there are eligible members in the family, FWHS will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose 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.

## **E. PUBLIC HOUSING GRIEVANCE PROCEDURE**

The following sets forth the requirements, standards and criteria for the Public Housing Grievance Procedure ("Grievance Procedure") established and implemented by the Akron Metropolitan Housing Authority ("FWHS").

### **I. DEFINITIONS** [24 CFR 966.53]

In this Grievance Procedure, the following terms have the meanings specified in this section:

- A. **Grievance**: Any dispute which a Tenant may have with respect to FWHS action or failure to act in accordance with the individual Tenant's lease or FWHS regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
- B. **Complainant**: Any Tenant (as defined below) whose Grievance is presented to FWHS or at the project management office in accordance with the requirements presented in this procedure. [24 CFR 966.54 and 24 CFR 966.55(a)]
- C. **Elements of Due Process**: An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - 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 FWHS, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
  4. A decision on the merits.
- D. **Hearing Officer:** A person selected in accordance with this Grievance Procedure to hear Grievances and render a decision with respect thereto. [24 CFR 966.55]
- E. **Tenant:** The adult person (or persons)(other than a live-in aide):  
 (1) who resides in the dwelling unit, and who executed the lease with FWHS as lessee of the dwelling unit, or if no such person now resides in the unit; or  
 (2) who resides in the dwelling unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- F. **Tenant Organization:** An organization of Tenants, which also includes a Tenant management corporation.

## II. **GRIEVANCE PROCEDURE APPLICABILITY** [24 CFR 966.51]

This Grievance Procedure shall apply to all Tenant Grievances with the following **three** exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Ohio requires that a Tenant be given the opportunity for a hearing in court which provides the basic Elements of Due Process defined in 24 CFR 966.53(c) before eviction from the dwelling unit, this 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 Tenants or employees of FWHS;
  2. Any violent or drug-related criminal activity on or off such premises; or
  3. Any criminal activity that resulted in a felony conviction of a household member.
- B. This Grievance Procedure shall not be applicable if Complainant fails to submit a request for an informal hearing within fourteen (14) working days after the incident giving rise to the grievance.
- C. This Grievance Procedure shall not be applicable to disputes between Tenants not involving FWHS or to class Grievances. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and FWHS's Board.

## III. **INFORMAL SETTLEMENT OF A GRIEVANCE** [24 CFR 966.54]

Any Grievance shall first be personally presented, in writing, to the Development office within fourteen (14) working days after the incident giving rise to the Grievance. A sample complaint form is attached as Exhibit A. Grievances received by FWHS's central office will be referred to the person responsible for the management of the development in which the Complainant resides.

The Tenant's written Grievance must specify the reasons for Tenant's Grievance and the action or relief sought by Tenant. [24 CFR 966.55]

As soon as the Grievance is received, it will be reviewed by the development manager to be certain that none of the exclusions in Section II above applies to the Grievance. Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to FWHS's Grievance Procedure, with the reason therefore.

If none of the exclusions cited above apply, the Complainant will be contacted by the development manager or an FWHS representative within ten (10) work days to arrange a mutually convenient time to meet so the Grievance may be discussed informally and settled without a formal hearing. At the informal hearing the Complainant will present the Grievance and the development manager or FWHS representative will attempt to settle the Grievance to the satisfaction of both parties.

Within five (5) working days following the informal discussion, FWHS shall prepare and either give or mail to the Complainant a summary of the informal discussion which specifies the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the Complainant is not satisfied. A copy of this summary shall also be placed in the Complainant's file.

Failure by Complainant to appear without rescheduling the informal hearing shall be considered as a waiver of the right to the Grievance process.

#### **IV. FORMAL GRIEVANCE HEARING PROCEDURES**

##### **A. Request for a Formal Hearing:** [24 CFR 966.55(a)]

If the Complainant is dissatisfied with the settlement arrived at in the informal hearing, the Complainant must submit a written request for a hearing to the development office where Tenant resides no later than fourteen (14) working days after the summary of the informal hearing is received. A receipt signed by the Complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. The written request shall specify the reasons for the Grievance and the action of relief sought from FWHS. Exhibit B, attached, is a sample request form for a formal hearing.

##### **B. Failure to Request a Formal Hearing:** [24 CFR 966.55(c)]

If the Complainant fails to request a hearing within fourteen (14) working days after FWHS's issuance of the summary of the informal hearing, FWHS's decision rendered at the informal hearing becomes final. FWHS is not obligated to offer the



Complainant a formal hearing unless the Complainant can show good cause why he failed to proceed in accordance with this procedure. Failure to request a Grievance Hearing does not affect the Complainant's right to contest FWHS's decision in a court hearing.

C. **Before the Formal Hearing is Held:**

1. **Escrow Account** [24 CFR 966.55(e)]

Before a hearing is scheduled in any Grievance involving the amount of rent which FWHS claims is due under the lease, the Complainant shall pay to FWHS an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. Any interest earned on the escrow account shall be retained by FWHS to pay for administrative expenses.

Failure by the Tenant to make the required escrow deposit terminates the Grievance Procedure and FWHS will proceed with filing an eviction action against Tenant in the appropriate Court.

2. **Examination of Records.** The Complainant may examine all the FWHS documents including records and regulations that are directly relevant to the Grievance before the formal hearing is held. FWHS shall provide copies at the expense of Complainant. If FWHS does not make any document available for examination upon request by the Complainant, FWHS may not rely on such document at the Grievance Hearing.

3. **Transcript of Hearing.** The Complainant or FWHS may arrange, prior to the hearing and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of the transcript.

D. **Hearing Officer:** [24 CFR 966.55(b)(ii)]

The Grievance Hearing shall be conducted by any person appointed by FWHS

E. **Scheduling the Hearing:** [24 CFR 966.55(f)]

When Complainant submits a request for a formal Grievance Hearing, FWHS will select a hearing officer in rotation from the slate of Hearing Officers. FWHS will notify the Tenant by letter of the scheduled date and time of the hearing.

A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate FWHS official. The notice may be personally delivered to the Complainant or sent by regular mail.

F. **Procedures Governing the Hearing:** [24 CFR 966.56]

The following procedures shall govern the formal Grievance Hearing:  
The hearing shall be held before a Hearing Officer as described above in paragraph D.  
The Complainant shall be afforded a fair hearing, which shall include:

- a. The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf;
  - b. The right to a private hearing unless the Complainant requests a public hearing;
  - c. The opportunity to examine before the grievance hearing any FWHS documents, including records and regulations that are directly relevant to the hearing. Tenant may request copies of those documents at Tenant's expense;
  - d. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by FWHS or project management, and to confront and cross examine all witnesses upon whose testimony or information FWHS or project management relies; and
  - e. A decision based solely and exclusively upon the facts presented at the hearing.
2. The Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
  3. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and, thereafter, FWHS must sustain the burden of justifying FWHS action or failure to act against which the complaint is directed.
  4. The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and issues raised by the Complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
  5. The Hearing Officer shall require FWHS, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing 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.
  6. FWHS will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or

7. attendants. If the Complainant is visually impaired, any notice to the Complainant which is required under this procedure must be in an accessible format.
8. The testimony at the hearing shall be recorded by FWHS. The Complainant may purchase a copy of the recording.

G. **Failure to Appear at the Hearing:** [24 CFR 56(d)]

If the Complainant fails to appear at the scheduled formal Grievance Hearing, the Hearing Officer may make a determination to postpone the, or may make a determination that the party has waived his/her right to a hearing.

Both the Complainant and FWHS shall be notified of the determination by the Hearing Officer. A determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest FWHS's disposition of the Grievance in a court.

H. **Decision of the Hearing Officer:** [24 CFR 966.57]

1. The Hearing Officer shall prepare a written decision, together with the reasons for the decision within ten (10) work days after the hearing. A copy of the decision shall be sent to the Complainant and FWHS.

FWHS shall retain a copy of the decision in the Complainant's file in FWHS's office. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by FWHS and made available for inspection by a prospective complainant, his representative, or any Hearing Officer or Hearing Panel.

2. **Binding Decision.** The decision of the Hearing Officer shall be binding on FWHS which shall take all actions, or refrain from any actions, necessary to carry out the decision unless FWHS's Board determines, and promptly notifies the Complainant of its determination that:
  - a. The Grievance does not concern FWHS action or failure to act in accordance with or involving the Complainant's lease or FWHS regulations, which adversely affect the Complainant's rights, duties, welfare or status; or
  - 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 FWHS.
3. **Judicial Action.** A decision by the Hearing Officer in favor of FWHS, or which denies the relief requested by the Complainant in whole or in part,

4. shall not constitute a waiver of, nor affect in any way, the rights of the Complainant to a trial or judicial review in any court proceedings which may thereafter be brought in the matter.
5. **Lease Termination.** If the Grievance involves a lease termination, FWHS will not issue the Complainant a notice to vacate his/her dwelling until after the Complainant has received the decision of the Hearing Officer.

If the decision is in favor of FWHS, or if **the** FWHS Board decides to proceed against the Complainant in spite of the decision, the Complainant will be served with a three (3) day notice to vacate. The Complainant must then vacate the unit within the stated time or FWHS will proceed through a court of law to evict the Complainant.

**V. MISCELLANEOUS [24 CFR 966.52]**

- A. This Grievance Procedure is incorporated by reference into all leases between FWHS and Tenants.
- B. FWHS shall before amending or changing this Grievance Procedure, provide at least 30 days notice to Tenants and Tenant Organization of proposed changes in this Grievance Procedure. Within the 30 day period, Tenants and the Tenant Organization may submit written comments to FWHS. Such written comments shall be considered by FWHS before adoption of any changes to this Grievance Procedure.
- C. FWHS shall furnish to each Tenant and the Tenant Organization a copy of this Grievance Procedure.

**VI. INCORPORATION OF GRIEVANCE PROCEDURE IN LEASE AGREEMENT [24 CFR 966.52(B)]**

- A. The FWHS Public Housing Grievance Procedure shall be incorporated by reference in all Tenant dwelling leases.
- B. FWHS shall furnish a copy of the Public Housing Grievance Procedure to all FWHS Property Managers which will be available for review by all Tenants an Tenant organizations.

## Chapter 14

### FAMILY DEBTS TO FWHS

#### **INTRODUCTION**

Debts owed to FWHS are reported in HUD's Enterprise Income Verification System. This system contains data from all public housing authorities. FWHS does not house or rehouse anyone who owes money to FWHS or any other FWHS until that debt is fully paid. However, if a Tenant of either a property owned by FWHS under its business activities or owned by one of its component units owes debt, then FWHS will propose a payment agreement before the Tenant is admitted into public housing.

This Chapter describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is FWHS's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support FWHS's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families or owners owe money to FWHS, FWHS will make every effort to collect it. FWHS will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Payment agreements

Collection agencies

#### **A. REPAYMENT AGREEMENT FOR FAMILIES**

A payment agreement is a document entered into between FWHS and a person who owes a debt to FWHS. It contains details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to FWHS upon default of the agreement. FWHS has the discretion to establish payment thresholds and policies for repayment agreements in addition to HUD required procedures. The maximum length of time FWHS will enter into a payment agreement with a family is twelve (12) months unless otherwise specified and approved by a FWHS.

An Initial Payment minimum of 25% of the amount owed, whichever is greater will be due immediately with the remaining balance to be paid within 12 months. Tenant repayment agreements will be effective at least 30 days after the agreement is signed, or the first of the following month, whichever is latest.

It is at the discretion of FWHS to enter in a repayment agreement, but there may be some circumstances in which FWHS may not enter into a payment agreement.

Such as:

- If the family already has a payment agreement in place
- If FWHS determines that the family has committed program fraud

### **Late Payments**

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

If the family's payment agreement is in arrears, FWHS may:

Grant an extension of 5 (five) days

Require the family to pay the balance in full

Terminate tenancy

Pursue civil collection of the balance due

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be permitted to move.

If they are in arrears and pay the past due amount, they will be permitted to move.

### **Guidelines for Payment Agreements**

Payment agreements will be executed between FWHS and the head of household only.

The monthly payments may be decreased in cases of family hardship upon request by the family with approval of the PTenant or his/her designee, and approval and verification of the hardship. Also, monthly payments may be increased dependent upon whether the family income increases and the family agrees to the increased payment.

If the family has a payment agreement in place and incurs an additional debt to FWHS, FWHS will not enter into more than one payment agreement at a time with the same family. Any additional debt will be added to a current repayment agreement but no more than one time.

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

### **FAMILY ERROR/LATE REPORTING**

Families who owe money to FWHS due to the family's unintentional failure to report increases in income will be required to repay in accordance with the guidelines in the payment schedule section of this chapter.

### **PROGRAM FRAUD**

FWHS has a zero tolerance policy for program fraud. If a family commits intentional program fraud, FWHS will require the family to pay the amount in full upon demand. If the full amount is paid within the time frame specified by FWHS and the family is still eligible to receive assistance, FWHS may opt to continue assistance to the family

If a family owes an amount that equals or exceeds \$ \$2,500.00 as a result of program fraud, the family will be evicted and the case may be referred to the Office of the Inspector General. Where appropriate, FWHS will refer the case for criminal prosecution.

## **A. DEBT OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS**

### **Family Error/Late Reporting**

Families who owe money to FWHS due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Procedures for Program Fraud Section of this chapter.

### **Program Fraud**

Families who owe money to FWHS due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

Families who owe money to FWHS due to program fraud will be required to repay the amount in full or sign a payment agreement within 30 (thirty) days. If the full amount is paid or a payment agreement signed within this time period, and the family is still eligible, FWHS may continue assistance to the family.

If a family owes an amount which equals or exceeds \$5,000.00 as a result of program fraud, the case will be referred to the Financial Fraud Investigators. Where appropriate, FWHS will refer the case for criminal prosecution.

## **B. WRITING OFF DEBTS**

Once a Tenant has vacated the public housing program, any remaining balance owed the agency is classified as bad debt. However, the agency will continue efforts to collect the debt, which may include use of collection organizations or other third parties. FWHS will send written notification of the debt to the last known address provided by the former Tenant. If the Tenant wishes to dispute the charges, they must submit a request, in writing, within 14 (fourteen) business days from the date of the letter.

## Chapter 15

### COMMUNITY SERVICE

[24 CFR 960.603-960.611]

#### **A.** **REQUIREMENT**

Each adult Tenant (18 years or older) of FWHS shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

Performs 8 hours per month of combined activities (community service and economic self-sufficiency program).

#### **B.** **EXEMPTIONS**

FWHS shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

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

Is engaged in a work activity as defined in section 407 [d] of the Social Security Act;

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

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

FWHS will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

FWHS will permit Tenants to change exemption status during the year if status changes.



### **C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, FWHS definition includes any of the following:

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

Other activities as approved by FWHS on a case-by-case basis.

FWHS will give Tenants the greatest choice possible in identifying community service opportunities.

FWHS will consider a broad range of self-sufficiency opportunities.

### **D. ANNUAL DETERMINATIONS**

For each public housing Tenant subject to the requirement of community service, FWHS shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the Tenant with the community service requirement.

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

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

Family members will not be permitted to self-certify that they have complied with community service requirements.

### **E. NONCOMPLIANCE**

If FWHS determines that a Tenant subject to the community service requirement is non-compliant with the requirement, FWHS must provide written notification to the Tenant of such non-compliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure

under FWHS's Grievance Procedures; and

Unless the Tenant enters into a work-out agreement to comply with the community service requirement, the Tenant's lease will not be renewed, and

FWHS may not renew or extend the Tenant's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless FWHS enters into a work-out agreement, before the expiration of the lease term, with the Tenant providing for the Tenant to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the Tenant needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure and/or

Remove the non-compliant household member from the lease

### **Ineligibility for Occupancy for Noncompliance**

FWHS shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes a household member who was subject to the community service requirement and failed to comply with the requirement.

### **F. FWHS RESPONSIBILITY**

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

FWHS will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by FWHS's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

### **G. FWHS IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT**

FWHS will administer its own community service program, with cooperative relationships with other entities.

FWHS will administer the community service program through contracts and collaborative agreements with volunteer and community agencies.

FWHS will provide to Tenants a letter with examples of community service activities and

volunteer opportunities available throughout the community.

FWHS may consider contracting to a third party to design, administer, monitor and evaluate the community service program. FWHS will consider qualified Tenant councils or Tenant organizations to the maximum extent feasible.

## Chapter 16

### PROGRAM INTEGRITY ADDENDUM

#### **INTRODUCTION**

FWHS is committed to assure that the proper level of benefits is paid to all Tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

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

This Chapter outlines FWHS's policies for the prevention, detection and investigation of program abuse and Tenant fraud.

#### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will FWHS undertake an inquiry or an audit of a Tenant family arbitrarily. FWHS's expectation is that Tenant families will comply with HUD requirements, provisions of the lease, and other program rules. FWHS staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations.

However, FWHS has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor Tenants' lease obligations for compliance and, when indicators of possible abuse come to FWHS' s attention, to investigate such claims.

FWHS will initiate an investigation of a Tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. FWHS will follow up on referrals from other agencies, companies or persons which are received in writing, by telephone or in person, which allege that a Tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained.

Internal File Review. A follow-up will be made if FWHS staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, FWHS's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if FWHS receives independent verification or documentation which conflicts with representations in the Tenant file (such as public record information or credit bureau reports, reports from other agencies).

**B. STEPS FWHS WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and housing placement staff will utilize various methods and practices to prevent program abuse, non-compliance, and willful violations of program rules by applicants and Tenant families. This policy objective is to establish confidence and trust in the management by emFWHSSizing education as the primary means to obtain compliance by Tenant families. These methods may include:

Is Fraud Worth It? This program integrity bulletin is included in the online application to promote understanding of program rules, and to clarify FWHS's expectations for cooperation and compliance. Applicants are required to certify that they have read the bulletin before being permitted to begin the online application.

Eligibility Interview. Mandatory interviews will be conducted for all prospective Tenants at the time of application. At the conclusion of all interviews, the family representative will be required to sign an Acknowledgement to confirm that all rules and pertinent regulations were explained to them.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification", as contained in HUD's Tenant Integrity Program Manual.

**C. STEPS FWHS MAY TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

FWHS Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, a selection of files will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.

Observation. FWHS Management, Housing Placement staff, and Recertification staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

EIV – Enterprise Income Verification System – Income Report

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the Tenant) in the following circumstances:

When an allegation is received by FWHS wherein unreported income sources are disclosed.

When a Tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

**D. FWHS'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

FWHS staff will encourage all Tenant families to report suspected abuse to Housing Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in a separate work file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. FWHS will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a Tenant of FWHS and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if FWHS is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the appropriate FWHS staff will initiate an investigation to determine if the allegation is true or false.

## **E. HOW FWHS WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If FWHS determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, FWHS will secure the written authorization from the program participant for the release of information.

EIV- Enterprise Income Verification System – Income Report

Credit Bureau Inquiries. In cases involving previously unreported income sources, a Credit Bureau inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to FWHS's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, FWHS will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. FWHS will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate FWHS office. A high standard of courtesy and professionalism will be maintained by FWHS Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management.

## **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY FWHS**

Documents and other evidence obtained by FWHS during the course of an investigation will be considered "work product" and will either be in a separate "work file." the work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among FWHS Staff unless they are involved in the process, or have information which may assist in the investigation.

## **G. CONCLUSION OF FWHS'S INVESTIGATIVE REVIEW**

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

## **H. EVALUATION OF THE FINDINGS**

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

The type of violation. (Procedural, non-compliance, fraud.)

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the Tenant? Is the family eligible for continued occupancy?

## **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

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

### **Procedural Non-compliance**

This category applies when the Tenant "fails to" observe a procedure or requirement of FWHS, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by FWHS.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

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

The action which will be taken by FWHS if the procedure or obligation is not complied with by the date specified by FWHS.

The consequences of repeated (similar) violations.

### **Procedural Non-compliance - Retroactive Rent**

When the Tenant owes money to FWHS for failure to report changes in income or assets, FWHS will issue a Notification of Underpaid Rent. This Notice will contain the following:



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

Any amounts owed to FWHS.

A 14 (fourteen) day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with FWHS's Notice. If the Tenant fails to comply with FWHS's notice, and a material provision of the lease has been violated, FWHS will initiate termination of tenancy.

Tenant Complies with FWHS's Notice. When a Tenant complies FWHS's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated.

### **Intentional Misrepresentations**

When a Tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the Tenant, FWHS will evaluate whether or not:

The Tenant had knowledge that his/her actions were wrong, and

That the Tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the Tenant was made aware of program requirements and prohibitions. The Tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The Tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the Tenant of the misrepresentation. That the act was done repeatedly.

If a false name or Social Security Number was used.

If there were admissions to others of the illegal action or omission.

That the Tenant omitted material facts which were known to them (e.g., employment of self or other household member).

That the Tenant falsified, forged or altered documents.

That the Tenant certified to statements which were later independently verified to be false.

## **The Tenant Meeting for Serious Violations and Misrepresentations**

When FWHS has established that material misrepresentation(s) have occurred, a Tenant Meeting will be scheduled with the family head of household and FWHS staff person who is most knowledgeable about the circumstances of the case.

This meeting may take place prior to any proposed action by FWHS. The purpose of such meeting is to review the information and evidence obtained by FWHS with the Tenant, and to provide the Tenant an opportunity to explain any documented findings which conflict with representations in the Tenant file. Any documents or mitigating circumstances presented by the Tenant will be taken into consideration by FWHS. The Tenant will be given 30 (thirty) days to furnish any mitigating evidence.

A secondary purpose of the Tenant Meeting is to assist FWHS in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, FWHS will consider:

The duration of the violation and number of false statements.

The Tenant's ability to understand the rules.

The Tenant's willingness to cooperate, and to accept responsibility for his/her actions The amount of money involved.

The Tenant's past history

Whether or not criminal intent has been established.

The number of false statements.

## **Dispositions of Cases Involving Misrepresentations**

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

Criminal Prosecution: If FWHS has established criminal intent, and the case meets the criteria for prosecution, FWHS may:

Refer the case to the local State or District Attorney.

Administrative Remedies: FWHS may:

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

## Chapter 17

### NON-SMOKING POLICY

Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in any areas of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, Tenants, guests and service persons.

#### **A. SMOKE-FREE POLICY**

**All Low Income Public Housing Properties are to be smoke free in compliance with the mandatory federal regulation set forth in PIH-Notice 2017-3.**

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs).

While electronic cigarettes are permitted in the Tenant's private dwelling, they are prohibited, just as those items listed above, in all common areas.

Interior common areas include but are not limited to: hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

#### **B. NON-SMOKING REQUIREMENTS**

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwellings located or in any of the common areas or adjoining grounds of such buildings that are within 25 feet from public housing and administrative office buildings or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

The smoke free policy will extend to all outdoor areas that up to 25 feet from a FWHS owned building. The policy will improve the indoor air quality of public housing units, the health of Tenants, guest and FWHS/property management staff. FWHS has partnered with the Tarrant County Department of Health to offer free Smoking Cessation workshops to assist with the smoke-free policy. FWHS will amend the public lease with an addendum to incorporate the smoke-free policy.

FWHS will comply with Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and the Fair Housing Act and make reasonable accommodations for persons with a qualified disability, however there must be an identifiable relationship or nexus for the requested accommodation and the person's disability.

To insure indoor air quality and the safety of all public housing Tenants, pursuant to 24 CFR 965, Subpart G, the following will apply:

Definition: Smoking is the act of inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe or other tobacco product or similarly lighted product in any manner or form.

The smoke-free policy will be applicable to all public housing building which includes all dwelling units, management office, administrative buildings, daycares, libraries, maintenance shops, vehicles, indoor common areas and playgrounds. FWHS will ban smoking within 25 feet of any public housing building owned or operated building. This ban will prohibit use of any tobacco product unless used in a designated smoke area. Signs will be posted throughout the property to remind Tenants and guest that smoking is prohibited unless in a designated area.

FWHS will amend the public housing lease to reflect the smoke free policy and as Tenants complete the recertification process, they will be required to sign and acknowledge the new policy. Tenants will be responsible for the actions of their household and guest and visitors. Failure to adhere to any of the conditions of this policy will be a violation of the lease and subject to lease termination.

## CHAPTER 18

### VIOLENCE AGAINST WOMEN ACT

#### INTRODUCTION

FWHS shall implement the Violence Against Women Act and Department of Justice Reauthorization Act of 2013 (VAWA), which prohibits the eviction of, and removal of assistance from, certain persons living in or public or Section-8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925). (Refer to Addendum XXIII)

#### PURPOSE

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

Protecting the safety of victims;

Creating long-term housing solutions for victims;

Building collaborations among victim service providers; and

Assisting FWHS to respond appropriately to the violence while maintaining a safe environment for FWHS, employees, tenants, applicants, Housing Choice Voucher participants, program participants and others.

The policy will assist the Fort Worth Housing Authority (FWHS) in providing rights under the Violence Against Women Act to its applicants, public housing Tenants, Housing Choice Voucher participants and other program participants.

This Policy is incorporated into FWHS's "Admission and Continuing Occupancy Policy", and "Housing Choice Voucher Program Administrative Plan" and applies to all FWHS housing programs.

#### Applicability

This policy is incorporated into FWHS's "Admission and Continuing Occupancy Policy", and "Housing Choice Voucher Program Administrative Plan" and applies to all FWHS housing programs.

#### DEFINITIONS

The definitions in this Section apply only to this Policy.

Bona Fide Claim: A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.

Confidentiality: FWHS will not enter information provided to FWHS by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated below.

Dating Violence: Violence committed by a person (a) who is or has been in a social relationship

of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

Hearing Decisions Regarding Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Texas, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Texas.

Affiliated Individual: A spouse, parent, brother or sister; or child of a victim or an individual to whom the victim stands in loco parentis; or any other person living in the household of the victim.

Perpetrator: A person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

Sexual Assault: means any nonconsensual sexual act proscribed by Federal, Tribal or State law, including when the individual lacks capacity to consent.

Stalking: (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse of intimate partner of the victim.

Statements containing:

A 'must' are mandatory requirements.

A 'should' are best practice specifications, where compliance is generally expected unless a significant business reason exists to the contrary.

A 'will' refers to actions that are part of an existing process, e.g., "users will be subject to disciplinary action" or "variances from policy will be dealt with on a case-by-case basis". A 'may' refers to an open option for decision, e.g., "Employees may be required to work overtime as assigned by their supervisor and as may be required due to business requirements".

#### CERTIFICATION AND CONFIDENTIALITY

The person claiming protection under VAWA shall provide a complete and accurate certification to a FWHS owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days a FWHS owner or manager may take action to deny or terminate participation or tenancy.

All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to FWHS or to an owner or manager in conjunction

with any other FWHS program shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

Requested or consented to by the individual in writing, or

Required for use in a public housing eviction proceeding or in connection with termination of other program assistance as permitted in VAWA, or

Otherwise required by applicable law.

All program participants shall be notified in writing concerning their rights to confidentiality and the limits on such rights to confidentiality.

#### HUD APPROVED CERTIFICATION

For each incident that a person is claiming as abuse, the person may certify to FWHS, owner or manager their victim status by completing a HUD approved certification form (form HUD-50066). The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy.

The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification, only if it is safe to do so or is known to the victim

#### OTHER CERTIFICATIONS

A person who is claiming victim status may provide to FWHS, an owner or manager:

Documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury the professional's belief that the incident(s) in question are bona fide incidents of abuse; or

A federal, state, tribal, territorial, local police or court record.

#### CONFIDENTIALITY

FWHS and the owner and managers shall keep all information provided to FWHS under this section confidential. FWHS and owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

The victim requests or consents to the disclosure in writing;

The disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher or Project Based Rental Assistance; or

The disclosure is required by applicable law.

## APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE, OR TENANCY

FWHS shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Housing Choice Voucher assistance or occupancy rights, or evicting a tenant.

Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.

Notwithstanding, FWHS, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.

Nothing in the previous sections shall limit the authority of FWHS, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.

Nothing in the previous sections shall limit FWHS, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However, FWHS, owner or manager may not hold a victim to a more demanding standard.

Nothing in the previous sections shall limit FWHS, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if FWHS, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or other if the tenant family is not evicted or terminated from assistance or denied admission.

Nothing in the previous sections shall limit FWHS, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A housing assistance recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is; (a) victim under this Policy; (b) reasonably believes he or she was



imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the housing program may be relocated to another safe unit.

### ACTIONS AGAINST A PERPETRATOR

FWHS can take action against a perpetrator of domestic violence. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking. The action may include but is not limited to:

- Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
- Obtaining and enforcing a trespass against the perpetrator;
- Enforcing FWHS or law enforcement's trespass of the perpetrator;
- Preventing the delivery of the perpetrator's mail to the victim's unit;
- Proving identifying information; and;
- Other reasonable measures.

### FWHS RIGHT TO TERMINATE HOUSING AND HOUSING ASSISTANCE UNDER THIS POLICY

Nothing in this Policy will restrict FWHS, owner or manager's right to terminate tenancy for lease violations by a Tenant who claims VAWA as a defense if it is determined by FWHS, owner or manager that such a claim is false.

Nothing in this Policy will restrict FWHS right to terminate tenancy if the victim/tenant Allows a perpetrator to violate a court order relating to the act or acts of violence; or

Allows a perpetrator who has been barred from FWHS property to come onto FWHS property including but not limited to the victim's unit or any other area under their control Who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violation, or damage to property.

### STATEMENTS OF RESPONSIBILITY

A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. FWHS will continue to issue lease violation notices to all Tenant s who violate the lease including those who claim a defense of domestic violence. FWHS recognizes the pathologic dynamic and cycle of domestic violence and will work with victims of domestic violence partnering with other local victim support

service providers to help victims break the cycle of domestic violence through counseling and the development of an agreed to Safety Plan.

A tenant victim who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to a domestic violence advocacy program.

A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the Safety Plan. Failure to do this will be seen as other good cause.

All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

### NOTICE TO APPLICANTS, PARTICIPANTS, TENANTS AND OWNERS

FWHS shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations.

### REPORTING REQUIREMENTS

FWHS shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. FWHS shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

### CONFLICT AND SCOPE

This Policy does not enlarge FWHS's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another FWHS policy such as its Housing Choice Voucher Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy, this Policy will control.

### TRANSFERS

FWHS provides that the family may move in violation of the lease if the family has complied with all other obligations of the program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

If the circumstances described above exist, FWHS may allow a family to move if the only basis for the denial is that the family is violating the lease agreement. FWHS may request that the family provide the HUD- approved certification form (form HUD-50066), or other acceptable

documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

In cases where FWHS determines that the family's decision to move was reasonable under the circumstances, FWHS may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

#### COURT ORDERS / FAMILY BREAK-UP

It is FWHS's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by FWHS and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

#### RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of FWHS to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If FWHS staff become aware that an individual assisted by FWHS is a victim of domestic violence, dating violence, sexual assault or stalking, FWHS will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring FWHS either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. FWHS's VAWA Emergency Relocation plan shall describe providers of shelter or services to victims of domestic violence with which FWHS has referral or other cooperative relationships.

#### FWHS EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE

Fort Worth Housing Solutions (FWHS) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), FWHS allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of FWHS to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether FWHS has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing, Housing Choice Voucher, Project Based Rental Assistance or Special Programs is in compliance with VAWA.

### ELIGIBILITY FOR EMERGENCY TRANSFERS

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### EMERGENCY TRANSFER REQUEST DOCUMENTATION

To request an emergency transfer, the tenant shall notify FWHS's management office and submit a written request for a transfer to Lanessa Combs, 1407 Texas Street, Fort Worth TX 76102 or email at lcombs@fwhs.org. FWHS will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under FWHS's program; OR

A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### CONFIDENTIALITY

FWHS will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives FWHS written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Rights under the Violence against Women Act for All Tenants for more information about FWHS's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### EMERGENCY TRANSFER TIMING AND AVAILABILITY

FWHS cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. FWHS will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit,

subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. FWHS may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If FWHS has no safe and available units for which a tenant who needs an emergency is eligible, FWHS will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, FWHS will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

#### SAFETY AND SECURITY OF TENANTS

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787- 3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

#### LOCAL AGENCIES:

One Safe Place Family Justice Center 817.916.4323

[www.onesafeplace.org](http://www.onesafeplace.org)

Safe Haven of Tarrant County 877.701.SAFE (7233)

[www.safehaventc.org](http://www.safehaventc.org)

The Women's Center of Tarrant County Rape Crisis and Victim's Assistance 817.927.2737

[www.womenscentertc.org](http://www.womenscentertc.org)

Victim Assistance – Tarrant County 817.884.3697

## CHAPTER 19

### FIREARMS POLICY

#### INTRODUCTION

This Policy is intended by The Fort Worth Housing Authority (FWHS) to promulgate reasonable rules and regulations which are fair, effective, and consistent with the law as interpreted by the U.S. Supreme Court, the laws of the State of Texas, any other applicable law and good common sense.

#### GENERAL POLICY

“Firearm” shall include, but not be limited to pistols, revolvers, semi-automatic handguns, other handguns, rifles, shotguns and any other instrument capable of being held and fired by a single person, that propels a projectile by means of an explosive charge of gunpowder or other explosive propellant, mechanical (spring) action, gas or compressed air, capable of killing or injuring another person or animal.

#### RIGHT TO POSSESS FIREARMS

##### General

Lawful Tenants of the Fort Worth Housing Authority (FWHS) and other approved occupants have a right to lawfully possess legal firearms within their units for purposes of self-defense and any other purpose permitted by law. Tenants may not possess firearms within their units or elsewhere on FWHS property in a manner inconsistent with, or prohibited by, applicable federal, state or local laws or inconsistent with the terms of this Policy.

##### Prohibited Firearms

No person may possess in a unit or otherwise on FWHS property any fully automatic firearm, machine gun, sawed off shotgun, assault weapon (as defined by specific state or federal statute), large capacity ammunition feeding devices, grenade launcher, rocket propelled grenade (“RPG”) launcher or other firearm or ammunition prohibited by applicable state or federal law.

##### Prohibited Persons

All persons prohibited from possession of a firearm by 18 USC 922, as it may be amended, may not possess a firearm on FWHS’s property, housing units, FWHS offices and other buildings, common areas, sidewalks, open space, easements and other appurtenances to FWHS property, including but not limited to:

- A convicted felon with a history of violence whose civil right to possess a firearm has not been restored by applicable law;
- A person who unlawfully uses, or is addicted to, any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) or abuses alcohol, in a manner that poses a threat to the person or others;

- Aliens who are illegally or unlawfully in the United States or have been admitted to the U.S. under a nonimmigrant visa;
- A person who is subject to a domestic violence restraining or protective order;
- A person having a conviction for domestic assault;
- A fugitive from justice;
- A person who has been dishonorably discharged from the military;
- A person adjudged mentally defective or of unsound mind in a court of competent jurisdiction; and
- A person who has renounced U.S. citizenship.
- Additionally, a person whom FWHS determines, based upon objective evidence, constitutes a danger to others shall not possess a firearm on FWHS Property.

#### Guests

Except as otherwise authorized or restricted by state or local law, guests of a Tenant may possess a firearm on FWHS Property only in the Tenant's unit, while transporting firearm to and from the unit, or otherwise in conformity with this Policy and all applicable federal and state laws.

### RULES AND REGULATIONS

#### DISCHARGE

No person shall discharge a firearm on FWHS's property except as authorized by state or local law.

#### COMMON AREAS

Except as otherwise authorized or restricted by state or local law, no Tenant or other person shall possess or carry a firearm in any common area of FWHS except to transport the firearm to and from a Tenant's unit.

#### SENSITIVE AREAS

No person shall possess or carry a firearm in a sensitive area on FWHS's property, including but not limited to FWHS's offices, buildings, open space, or other areas under the exclusive control or occupancy of FWHS or its officers and/or employees, laundry rooms, kitchens, rest rooms, maintenance offices or buildings, parking garages (except in the course of transporting it to and from a Tenant's unit or other action permitted under this Policy and state and local law), community rooms or centers, or property reserved for a school, daycare, playground or other use by minor children. FWHS shall post signs indicating where firearms are not permitted. However, the failure of the posting of a sign in aforementioned sensitive area shall not render this Policy inapplicable as to that sensitive area.

#### COMMERCIAL ACTIVITY

No person shall engage in the business of buying and selling firearms or ammunition within any Tenant's unit or elsewhere on FWHS's property.

## CHILDREN AND MINORS

All firearms and ammunition permitted under the terms of this Policy shall be kept in a secure area out of the reach of children and minors when they are not accompanied by an adult. Trigger locks and other safety precautions that do not render the firearm inoperable are strongly recommended.

## DUE CARE

Tenants and guests shall at all times exercise reasonable care when handling firearms, ensuring the safety of household members and others. No person shall threaten others, verbally or otherwise, with the use or potential use of a firearm. Firearms shall not be used or displayed in any manner that threatens others, except in the course of self-defense.

## INCORPORATION OF POLICY INTO FWHS'S DOCUMENTS

FWHS shall include this Policy in all tenant leases, House Rules, and Family Obligations.

## ENFORCEMENT

### TENANTS

Material violations of this Policy, as determined by FWHS, shall be deemed a serious violation of a Tenant's lease, enforceable by termination and/or eviction as provided therein. Alleged violations of this Policy shall be subject to the grievance procedures set forth in the current lease documents.

### OTHER PERSONS

Any person not a Tenant of FWHS, including but not limited to FWHS officers, commissioners, and employees, contractors, affiliates, management companies, volunteers, and/or guests, who violates this Policy shall be subject to FWHS's procedure to ban or "trespass" non-Tenants from FWHS's premises.

### LAW VIOLATIONS

FWHS shall report all violations of federal, state or local law relating to the use and possession of firearms to the appropriate law enforcement or other agency.



## CHAPTER 20

### RENTAL ASSISTANCE DEMONSTRATION (RAD)

#### **INTRODUCTION**

Authorized by Congress under the FY12 Department of Housing and Urban Development (HUD) appropriations act, the Rental Assistance Demonstration Program (RAD) allows FWHS and owners of other HUD-Assisted properties to convert public housing units from the original sources of HUD financing to project-based Section 8 contracts. Under the First Component of RAD, FWHS will convert all existing public housing (998) units to the RAD program. This will require a transfer of assistance and relocation of 712 families and the remaining 286 public housing units will convert in place. FWHS will comply with all applicable HUD requirements, including those contained in the PIH Notice 2012-32 REV-2, REV-3, RAD Fair Housing, Civil Rights and Relocation Requirements Notice H 2016-17 and any successor notices.

#### **Policies for Tenants of RAD converted Developments**

Upon completion of conversion to RAD, Tenants of the converted sited will be participants in the RAD program and will no longer be considered public housing Tenants. FWHS has developed a Tenant Selection Plan for each converted site or transfer of assistance with will be the governing policies post RAD conversion.

#### **Waiting Lists**

FWHS's public housing properties maintain a site based waiting list. Upon conversion, existing applicants on each waitlist will be notified and of the conversion and they will have the option of remaining on the new developments site based waitlist in the order of date and time of their initial application.

Where there is a new site that converts to RAD, that does not have an existing site-based waitlist, the new site will establish a waiting list in accordance with the Tenant Selection Plan for that property.

#### **Transfer of Assistance**

FWHS will follow HUD requirements and guidance in all RAD Relocation Notice and all successor Notices regarding program relocation assistance requirements when planned for and implementing Tenant moves as a result of the RAD conversion. FWHS will comply with all related requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as it relates to the RAD conversion.

#### **Grievance Procedures**

FWHS will process grievances prior to RAD conversion in accordance with policies and procedures set forth in this Public Housing Admissions and Continued Occupancy Policy. After conversion the Tenant will adhere to the following procedures:

Tenant provides a written request for an informal review to the Relocation Staff. Relocation staff will schedule a meeting with the Tenant to determine if the grievance can be settled without formal action.

After the initial meeting, staff will provide Tenant with a written review of grievance. This will be issued in five (5) business days to the Tenant. The written notice will include the name, date of informal review, description of the grievance and the process for submitting a formal request for a Grievance Hearing.

If there is no resolution to the grievance, the Tenant then will request a formal hearing with FWHS's assigned hearing officer. The formal hearing process will be conducted in accordance to the Public Housing Admissions and Occupancy Hearing procedures. Tenants will receive a written notice within 10 working days from the hearing officer as to the disposition of the grievance. Tenants will be required to comply with the disposition of the hearing however, they do have the right to appeal any final decision with the local courts.

Family Self-Sufficiency and ROSS Service Coordination tenants who are participating in FSS or the ROSS program at the time of conversion will be able to continue.

## CHAPTER 21

### GLOSSARY

#### **TERMS USED IN DETERMINING RENT**

**ANNUAL INCOME [24 CFR 5.609]:** Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or recertification of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute.

Annual income includes, but is not limited to:

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$50,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in Annual Income Exclusions below);

Payments in lieu of earnings, such as unemployment and disability compensation, and severance pay (except as provided in Annual Income Exclusions below);

- Welfare assistance payments.
  - Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
    - Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
    - Are not otherwise excluded.
  - The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
  - If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
    - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in Annual Income Exclusions below).
- For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private

sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children.

- For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.
- The full amount of the “housing portion” of an athletic scholarship received by a student of higher education (PIH 2005- 16)

### **EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609]**

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- All income/assets of adult or minor fosters in the household
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Annual Income Inclusions above);
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- Subject to Annual Income Inclusions above, the full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:
  - Amounts received under training programs funded by HUD;
  - Amounts received by a person with a disability that are disregarded for a

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

- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision:
  - Must be received under employment training programs with clearly defined goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized by federal, state, or local law, or operated by a public agency;
  - Only exclude the compensation related to the training. Other sources of household income are still included;
  - Exclude the income only for the period during which the family member participates in the employment training program.
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;

- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
  - Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:
    - The Retired Senior Volunteer Program (RSVP)
    - Foster Grandparent Program (FGP)
    - Senior Companion Program (SCP)
    - Older American Committee Service Program
  - Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)];
  - Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e];
  - Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program. [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b) or the corresponding provision of the Workforce Reinvestment Act of 1998 (29 USC 2981);

- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540);
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 USC. 1407-08);
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] (Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships);
- Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] (Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb);
- Payments received after January 1, 1989 from the Agent Orange
- Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 USC 1721);
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j);
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 USC 12637(d));



- Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 USC 1805);
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 USC10602);
- Allowances, earnings and payments to individuals participating in programs under the Workforce Reinvestment Act of 1998 (29 USC 2931);
- Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under the Special Supplemental Food Program for Women, Infants and Children (WIC).
- Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990.
- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 by Section 2608 of the Housing and Economic Recovery Act of 2008.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 and administered by the Office of Native American Programs.
- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010.
- Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L 107-110, 42 U.S.C. 604(h)(4)).
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013- 30 “Exclusions from Income of Payments

under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)).

- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations.
- The Medicare Incentive Payment
- Tax Rebates from the Internal Revenue Service under the Economic Stimulus Act of 2008 (PIH 2008-23);
- Kinship Guardian Assistance Payments (Kin-GAP) and similar state guardianship care payments (PIH 2008-30);
- Temporary employment by the U.S. Census Bureau for employment no longer than 180 days and culminating in permanent employment (PIH 2008-26)
- National Volunteer Anti-Poverty Programs such as:
  - VISTA
  - Peace Corps
  - Service Learning Program
  - Special Volunteer Programs
- Small Business Administration Programs such as:
  - National Volunteer Program to Assist Small Businesses
  - Service Corps of Retired Executives

The following benefits are excluded by other Federal Statute as of August 3, 1993:

- Amounts received under HUD funded training programs (e.g. Step-up program) excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training
- Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If

- the resident is terminated from employment without good cause, the exclusion
- period shall end.

**ADJUSTED INCOME** – The definition for adjusted income is annual income, less allowable HUD deductions.

Qualified families are eligible for the following:

**CHILDCARE EXPENSES:** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the annual income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work or (2) an amount determined to be reasonable by FWHS when the expense is incurred to permit education.

**DEPENDENT DEDUCTION:** An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, Disabled, or a full-time student and is subject to annual change in increments of \$25 based on CPI-W.

**DISABLED EXPENSES:** A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for Disabled family members where

such expenses are necessary to permit a family member(s), including the Disabled/disabled member to be employed. In no event may the amount of the

deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually Disabled, and equipment added to cars and vans to permit use by the Disabled or disabled family member.

**FOR NON-ELDERLY FAMILIES AND ELDERLY FAMILIES WITHOUT MEDICAL EXPENSE:** The amount of the deduction equals the cost of all unreimbursed expenses for Disabled care and equipment less ten percent of annual income, provided the amount so calculated does not exceed the employment income earned.

**FOR ELDERLY AND DISABLED FAMILIES WITH MEDICAL EXPENSES:** The amount of the deduction equals the cost of all un-reimbursed expenses for Disabled care and equipment less ten percent of annual income, (provided the amount does not exceed earnings) plus medical expenses as defined below. A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which annual income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by FWHS for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

**FOR ELDERLY FAMILIES WITHOUT DISABLED EXPENSES:** The amount of the deduction shall equal total medical expenses less **10%** of annual income. (Under HOTMA, there will be a phase-in period of 3 years for current participants to increase the percentage of annual income to 10%. The first year will be 5%, second year 7.5%, third year 10%):

**FOR ELDERLY FAMILIES WITH BOTH DISABLED AND MEDICAL EXPENSES:** The amount of Disabled assistance is calculated first, then medical expenses are added.

**ELDERLY/DISABLED HOUSEHOLD EXEMPTION:** An exemption of \$525 annually per household.

#### **A. GLOSSARY OF HOUSING TERMS**

**ABANDONMENT OF A PUBLIC HOUSING UNIT:** without advising FWHS Officials so that staff may secure the unit and protect its property from vandalism.

**ACCESSIBLE DWELLING UNITS:** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY:** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE:** For persons with mobility impairment, a continuous, unobstructed path that complies with space and reaches requirements of the Uniform Federally Accessibility Standards. Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY:** Ability to change certain elements in a dwelling unit to accommodate the needs of Disabled and non- Disabled persons or ability to meet the needs of persons with different types and degrees of disability.

**ADULT:** A human being after an age (as 21) specified by law.

**ADMISSION:** Admission to the program is the effective date of the lease; the point at which a family becomes a resident.

**ALLOCATION PLAN:** The plan submitted by FWHS and approved by HUD under which FWHS is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES:** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT (or applicant family):** A family that has applied for admission to a program, but is not yet a participant in the program.

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

**ASSETS:** (See Net Family Assets.)

**AUXILIARY AIDS:** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**BEYOND NORMAL WEAR AND TEAR:** is defined as items, which could be charged against the resident's security deposit under state law or court practice.

**CO-HEAD:** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**COMPLAINANT:** Any resident whose grievance is presented to the P H A or a site/management office, informally, or as part of the informal hearing process.

**COVERED FAMILIES:** The statutory term "covered families" designates the universe of

families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**CRIMINAL ACTIVITY:** Includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of FWHS.

**CREDIBLE EVIDENCE:** Evidence by a credible source, without 'hearsay'. Standards of proof, beyond reasonable doubt.

**DEPENDENT:** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Disabled Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY:** The category of family for whom FWHS elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (24 CFR 945.105)

**DISABILITY:** Is used where "handicap" was formerly used.

**DISABILITY ASSISTANCE EXPENSE:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED PERSON:** A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).

- A person who has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

**DISABLED FAMILY:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

**DISALLOWANCE:** Exclusion from annual income.

**DISPLACED FAMILY:** An individual or family who has been displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise, formally recognized pursuant to Federal disaster relief laws, or an individual or family who has been displaced from their housing unit as a result of domestic violence, hate crimes, cooperation as a witness with a law enforcement agency, or modernization of public housing units by the Authority.

**DISPLACEMENT PREFERENCE:** The displacement preference may be defined to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own, by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

**DOMICILE:** The legal residence of the household head or spouse as determined in accordance with State and local law.

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

**DRUG-RELATED CRIMINAL ACTIVITY:** Term means: is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of controlled substances (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug related criminal activity means on or of the premises, not just on or near the premises. Drug-trafficking; or Illegal use or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

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

**ECONOMIC SELF-SUFFICIENCY PROGRAM:** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as

defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare

benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY:** A family whose head of household, spouse or sole member is at least 62 years of age, or two or more persons at least 62 years of age living together, or one or more persons at least 62 years of age living with one or more live-in aides.

**ELDERLY AND DISABLED FAMILY:** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

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

**ELEMENTS OF DUE PROCESS:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

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

**ELIGIBLE FAMILY (Family):** A family is defined by FWHS in the Admission and Continued Occupancy Plan.

**EMANCIPATED MINORS:** To release from paternal care and responsibility having full legal rights or capacity.

**ENGAGED IN OR ENGAGING:** Drug related criminal activity means any act within



the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests. "Engaged in or engaging in or recent history of" criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of FWHS, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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

**EXCESSIVE COST BURDEN:** Paying more than 50 percent of monthly adjusted income for shelter.

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

**EXPEDITED GRIEVANCE:** A procedure established by the PHA for any grievance concerning a termination of tenancy or eviction that involves: a) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or b) any drug-related or violent criminal activity on or off such premises.

**EXTREMELY LOW-INCOME FAMILY:** A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may established income ceilings higher or

lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. Extremely Low-income Family is the higher of the poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States).

**FALSIFYING AN APPLICATION FOR LEASING:** including verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

**FAMILY:** The applicant must qualify as a family as defined by FWHS. The term "Family" is used interchangeably with "applicant", "resident", or "participant" and can refer to a single-person family.

**FAMILY OF VETERAN OR SERVICEPERSON:** A family is a “family of veteran or serviceperson” when: The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death. The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was

(a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized provided that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM):** The program established by a FWHS to promote self- sufficiency of assisted families, including the provision of supportive services.

**FAMILY MEMBER WITH A FIXED SOURCE OF INCOME:** A family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance, Federal, state, local, or private pension plans, Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts, or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

**FLAT RENT:** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which FWHS could lease the public housing unit after preparation for occupancy.

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

**FULL-TIME STUDENT:** A person who is attending school or vocational training on a full-time basis.

**GOOD CAUSE:** Good Cause for the late informal review or formal hearing requests is lateness due to illness or Agency error.

**GRIEVANCE:** Any dispute which a resident may have with respect to a Housing Authority action or failure to act in accordance with the individual resident’s lease or Authority regulations which adversely affect the individual resident’s rights, duties, welfare, or status.

**GROSSLY UNSANITARY OR HAZARDOUS HOUSEKEEPING:** includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes severe damages to premises and equipment, if it is established that the family is responsible for the conditions that may seriously affect neighbors by causing infestation and foul odors. Also included is the depositing garbage in halls or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**GUEST:** A person who is temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant **HCV:** Housing Choice Voucher Program.

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

**HEARING OFFICER:** An impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual(s) do not need legal training.

**HEARING PANEL:** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

**HEARING SCHEDULING:** The hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA and held before a hearing officer. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official.

**HEARING FAILURE TO ATTEND:** If the complainant or the PHA fails to ap

**HOUSEHOLD:** Household (eligible household \_ means an elderly or disabled household (as defined in HUD Sec. 891.205 or 891.305, respectively), as applicable, that meets the project occupancy requirements approved by HUD and, if the household occupies an assisted unit, meets the very low-income requirements.

**HOUSING AGENCY:** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("FWHS" and "HA" mean the same thing.)

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

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

**HOUSING AUTHORITY OF THE CITY OF FORT WORTH, TEXAS:** is referred to as “FWHS” or “Housing Authority” or “HA” or the “Authority”, throughout this document.

**HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs. **HUD:** The Department of Housing and Urban Development or its designee.

**HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT (HOTMA)** On February 14, 2023, HUD published the Housing Opportunity Through Modernization Act, and it has been updated to reflect guidance from Notice H 2023-10 and PIH Notice 2023-27 which were issued September 29, 2023.

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

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

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

**IMPUTED INCOME:** HUD passbook rate times the total cash value of assets, when assets exceed **\$50,000**.

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

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

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

**INCOME FOR ELIGIBILITY:** Gross annual income.

**INCOME TARGETING:** The HUD admissions requirement that FWHSs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

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

**INDIAN HOUSING AUTHORITY (IHA):** A housing agency established either: By exercise of the power of self- government of an Indian Tribe, independent of State law or by operation of State law providing specifically for housing authorities for Indians.

**INITATING THREATS:** Behaving in a manner, which indicates intent to assault employees or other residents.

**INTEREST REDUCTION SUBSIDIES:** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

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

**INVOLUNTARY DISPLACEMENT:** Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

**LANDLORD:** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner. Refers to FWHS.

**LATE FEE:** Charges assessed if monthly rent payments are not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each month, in accordance with the Authority's Schedule of Fees and Charges.

**LATE RENT:** Monthly rent payments not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month.

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

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

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

**LOW-INCOME FAMILY:** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

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

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

**MINIMUM RENT:** An amount established by FWHS between zero and \$50.00.

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

**MONTHLY ADJUSTED INCOME:** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME:** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY:** A family whose head, spouse, or sole member is at least

50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS:** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NONCITIZENS RULE:** Refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

**NON PAYMENT OF RENT:** If the monthly rent is not paid by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) each calendar month, a fourteen (14) day notice to pay rent or quit and or a three (3) day notice to pay rent or quit running concurrently will be issued.

**NON PAYMENT OF RIGHTFUL OBLIGATIONS:** Including rent and/or utilities and other charges owed to FWHS.

**OCCUPANCY STANDARDS (Now referred to as Subsidy Standards):** Standards established by a FWHS to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OTHER CRIMINAL ACTIVITY:** A history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

**OTHER PERSON UNDER THE TENANT'S CONTROL (COVERED PERSON):** The person, although not staying as a guest in the unit is, or was at the time of activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

**PARTICIPANT:** A family that has been admitted to FWHS program, and is currently assisted in the program.

**PATTERN OF ALCHOL ABUSE:** Includes a determination by FWHS that the pattern of alcohol abuse might interfere with the applicant's health, safety or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF DRUG USE:** Includes a determination by FWHS that the applicant has exhibited a pattern of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF VIOLENT BEHAVIOR:** Includes evidence of repeated acts of violence

on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

**PERSON WITH DISABILITIES:**

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

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

**PREPONDERANCE OF EVIDENCE:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

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

**PUBLIC ASSISTANCE:** Welfare or other payments to families or individuals based on need, which are made under programs, funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA):** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term “PHA” includes an Indian housing authority (IHA). (“PHA” and “HA” mean the same thing.)



**QUALIFIED FAMILY:** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by FWHS in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6- month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998:** The Act, which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**RECERTIFICATION:** Sometimes called re-examination. The process of securing documentation of total family income used to determine the rent the resident will pay for the next 12 months if no interim changes are reported by the family.

**RECORD OF SERIOUS DISTURBANCES OF NEIGHBORS, DESTRUCTION OF PROPERTY OR OTHER**

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

**REMAINING MEMBER OF RESIDENT FAMILY:** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENT:** Refers to participants in terms of their relation as a lessee to FWHS as the landlord. A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by FWHS.

**RESPONSIBLE ENTITY:** For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means FWHS administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY:** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT:** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SELF CERTIFICATION:** A notarized statement or affidavit statement under penalty of perjury

**SERVICE PERSON:** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON:** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

**SPECIFIED WELFARE BENEFITS REDUCTION:** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE:** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage.

**STREAMLINED INCOME:** Any fixed source of income, even if a person or a family with a fixed source of income also has a non-fixed source of income.

**SUBSIDIZED PROJECT:** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant

to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974

- Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; a Public Housing Project.

**SUBSIDY STANDARDS:** Standards established by a FWHS to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT (Synonymous with resident):** The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT:** The amount payable monthly by the family as rent to FWHS.

**TOTAL TENANT PAYMENT (TTP):** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UPCS:** Uniform Physical Condition Standards.

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

**UTILITIES:** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, and trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE:** FWHS's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT:** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LARGE LOWER-INCOME FAMILY:** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY:** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with

adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

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

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

**WAIT POOL:** A list of families organized, according to application receipt, date and time that are in the process of being determined eligible for subsidy.

**WAITING LIST:** A list of families organized according to HUD regulations and FWHS policy that are waiting for subsidy to become available.

**WELFARE ASSISTANCE:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. "Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.

## **B. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE**

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

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

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

**HA (Housing Authority):** Either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD:** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD:** Department of Housing and Urban Development.

**INS:** The U.S. Immigration and Naturalization Service.

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

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

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

**RESPONSIBLE ENTITY:** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (FWHS).

**SECTION 214:** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE:** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.