

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**  
**(ACOP)**  
**FOR PUBLIC HOUSING PROGRAM**  
**APRIL 1, 2021**

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy policy defines SHA's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## ***1.0 FAIR HOUSING***

It is the policy of SHA to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and HUD regulations governing Fair Housing and Equal Opportunity. SHA shall affirmatively further fair housing in the administration of its Public Housing Program.

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

No inquiries shall be made about a person's sexual orientation or gender identity. However, SHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

To further its commitment to full compliance with applicable Civil Rights laws, SHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable fair housing information and discrimination complaint forms will be made available at SHA's office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

SHA will keep records of all complaints, investigations, notices and corrective actions for five years.

## ***2.0 REASONABLE ACCOMMODATION***

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

## **2.1 COMMUNICATION**

Anyone requesting an application may also request a reasonable accommodation form.

Notifications of reexamination, inspection, an appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

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

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

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

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, SHA will obtain verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, SHA will obtain documentation that the requested accommodation is needed due to the disability. SHA will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? SHA's business is housing. If the request would alter the fundamental business that SHA conducts, that would not be reasonable. For instance, SHA would deny a request to have SHA do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, SHA may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he or she needs; however, SHA retains the right to be shown how the requested accommodation enables the individual to access or use SHA's programs or services.

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

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

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

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

### ***3.0 SERVICES FOR LIMITED-ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS***

SHA shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance



Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. SHA shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, SHA may or may not prepare a Language Access Plan. If a Language Access Plan is needed, the guidance outlined in the above reference notice shall be utilized.

In addition, SHA will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, SHA shall utilize multilingual “I speak” cards to the maximum degree possible.

#### **4.0 FAMILY OUTREACH**

SHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families. The notice will be published in a local newspaper of general circulation and also by posting a notice in the main office at 511 Orange Avenue, Fort Pierce, FL 34950, and on its website located at [www.hacfp.org](http://www.hacfp.org). The public notice will state any limitations to who may apply.

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

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for Public Housing.

#### **5.0 RIGHT TO PRIVACY**

All adult members beginning with the selection process and all tenant households are required to annually sign HUD form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act

Notice states how family information will be released and includes the Federal Privacy Act Statement.

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

## **6.0 *REQUIRED POSTINGS***

In each of its offices, SHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

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

## **7.0 *TAKING APPLICATIONS***

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. When the waiting list for Public Housing is open to new applicants, applications will be accepted during regular business hours at:

**The Housing Authority of the City of Stuart, Florida, 611 Church Street, Fort Pierce, FL 34950.**

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

Completed applications will be accepted for all applicants and SHA will verify the information. Applicants will be provided the opportunity to complete the information on form HUD-92006, supplement to application for federally assisted housing. The form gives applicants the option to identify an individual or organization that the Housing Authority may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the Housing Authority the reason each person or organization may be contacted. The Housing Authority will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason the Housing Authority may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

Applications may be made in person on **Monday through Thursday, between 8:00 a.m. and 4:00 p.m.; and 8:00 a.m. to 1:00 p.m. on Fridays.**

The completed application will be dated and time stamped upon its return to SHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call SHA to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(800) 545-1833, ext. 902.**

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information (i.e., family composition, income, etc.) establishing any

preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's pre-application, SHA will make a preliminary determination of eligibility. SHA will notify an apparently eligible family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If SHA determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

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

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. SHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than ninety calendar days old) in order to determine the family's final eligibility for admission into the Public Housing Program.

Applicants will also be given the opportunity to update their HUD form 92006 if applicable and if they so desire.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to Public Housing: (1) qualifies as a family, (2) has an income within the income limits, (3) meets citizenship/eligible immigrant criteria, (4) provides documentation of Social Security Numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet SHA screening criteria in order to be admitted to Public Housing.

### **8.2 ELIGIBILITY CRITERIA**

- A. Family Status - All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  - 1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
- a. A family whose head (including co-head), spouse, or sole member is a person who is at least sixty-two years of age;
  - b. Two or more persons who are at least sixty-two years of age living together; or
  - c. One or more persons who are at least sixty-two years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head (including co-head), spouse, or sole member is a person who is at least fifty years of age but below the age of sixty-two;
  - b. Two or more persons, who are at least fifty years of age but below the age of sixty-two, living together; or
  - c. One or more persons, who are at least fifty years of age but below the age of sixty-two, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head (including co-head), spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a Public Housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for Public Housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80% of the median income for the area. If the property has Low Income Housing Tax Credits on it, a lower income cap will apply.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the Public Housing Program from another assisted housing program (e.g., tenant-based Section 8) or from a Public Housing Program operated by another Housing Authority without meeting the income requirements of SHA.
4. If SHA acquires a property for Federal Public Housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as Public Housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

6. SHA may allow police officers who would not otherwise be eligible for occupancy in Public Housing to reside in a Public Housing dwelling unit. Such occupancy must be needed to increase security for Public Housing residents. Their rent shall at least equal the cost of operating the Public Housing unit.

C. Citizenship/Eligibility Status

1. To be eligible for Public Housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
  - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

All adults must be able to sign the lease. If the State of Florida forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

D. Social Security Number Documentation

Prior to admission, every family member must provide SHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member became a member of the household within six months prior to the date of admission and is under the age of six and has not been assigned a Social Security Number, the family shall have ninety calendar days after starting to receive the assistance to provide a complete and accurate

Social Security Number. The Housing Authority shall grant one ninety calendar day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person. If the Social Security Number is not provided within the required period, the assistance shall be terminated.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged sixty-two or older as of January 31, 2010 whose initial eligibility determination begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a Federal or State government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to SHA within ninety calendar days of it being requested, the family shall be removed from the waiting list. During this ninety calendar days, if all household members have not disclosed their Social Security Number at the time a unit becomes available, SHA must offer the available unit to the next eligible applicant family on the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority shall grant one ninety day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

#### E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least eighteen years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.



2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or SHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or SHA to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing SHA permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
  - e. A statement that the authorization to release the information requested by the consent form expires fifteen months after the date the consent form is signed.

F. Special College Student Eligibility Rules

In order to be eligible for Public Housing, college students living outside their parents or guardians homes must have established a separate household for at least one year prior to applying to the Public Housing Program. This will be verified by presenting to SHA evidence of the establishment of the separate household.

The college student must not be claimed as a dependent by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the previous year. SHA will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5,000 a year for housing costs, the student shall not be eligible for public housing.

G. Over-income Residents

The SHA shall track all public housing residents who have an income over 120% of the Area Median Income (AMI). After exceeding this 120% threshold for 2

consecutive years, the resident's rent shall change by accepting the higher of the fair market rent for the unit or the monthly subsidy (operating and capital fund), or terminating the tenancy within 6 months.

### **8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the Public Housing lease. SHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, SHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. SHA will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent and any utility payments;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, the Executive Director or

designee of SHA will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

C. SHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. SHA will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse, co-head, and any other adult family members;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, SHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center. This criminal background check will proceed after each adult household member has signed a consent form designed by SHA.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of SHA who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to SHA's action has expired without a challenge or final disposition of any litigation has occurred;

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be

admitted to Public Housing. SHA will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. SHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

#### **8.4 GROUND FOR DENIAL**

SHA is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

For the purpose of this policy, if any member of the applicant family has been convicted at least one time within the prior one year period or arrested and/or convicted two times in two years for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

Being a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will

require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 20.2B of this policy, and must be submitted within fourteen business days after receipt of the Housing Authority's written request for verification.

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any Housing Authority in connection with their Public Housing or Section 8 Programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, SHA may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by SHA; or
  2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this Section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;
  - L. SHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - M. SHA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, SHA may require an applicant to exclude a household member in order to be admitted to Public Housing where that household member has participated

in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

- N. Have engaged in or threatened abusive or violent behavior towards any SHA staff member or resident;
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. New admissions of medical marijuana users are prohibited. (this does not include FDA-approved marijuana synthetics). HUD has ruled that Federal law preempts State law on this issue

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, SHA may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program;  
or
3. Has otherwise been successfully rehabilitated.

For this purpose, SHA will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

For denying an admission based on any criminal activity, an arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before SHA denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. SHA can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

Before SHA denies admission to SHA's Public Housing Program on the basis of a criminal record, SHA must notify the household of the proposed action and must provide the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten business days to dispute the accuracy and relevance of the record in writing. If SHA does not receive the dispute within the allotted time, the applicant will be denied.

## **8.5 INFORMAL REVIEW**

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

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

- B. The applicant may request that SHA provide for an informal hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within thirty calendar days of receipt of the *notice of denial or termination of assistance*, or within thirty calendar days of receipt of the INS appeal decision.

For the applicants, the informal hearing process above will be utilized with the exception that the applicant will have up to thirty calendar days of receipt of the *notice of denial or termination of assistance*, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

## **9.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for Public Housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by posting a notice in the main office at 511 Orange Avenue, Fort Pierce, FL 34950, and on its website located at [www.hacfp.org](http://www.hacfp.org). The public notice will state any limitations to who may apply.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation posting a notice in the main office at 511 Orange Avenue, Fort Pierce, FL 34950, and on its website located at [www.hacfp.org](http://www.hacfp.org).

## **9.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contact between SHA and the applicant will be documented in the applicant file.

## **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. SHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the consent for release of information forms.



Applicants will also be given the opportunity to update their HUD form 92006 if applicable and if they desire.

#### **9.4 *PURGING THE WAITING LIST***

SHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom SHA has current information, i.e., applicant's address, family composition, income category, and preferences.

#### **9.5 *REMOVAL OF APPLICANTS FROM THE WAITING LIST***

SHA will not remove an applicant's name from the waiting list unless:

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

Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.6 *MISSED APPOINTMENTS***

All applicants who fail to keep a scheduled appointment with SHA will be sent a notice of termination of the process for eligibility.

SHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, SHA will work closely with the family to find a more suitable time.

#### **9.7 *NOTIFICATION OF NEGATIVE ACTIONS***

Any applicant whose name is being removed from the waiting list will be notified by SHA, in writing, that they have ten business days from the date of the written correspondence to present mitigating circumstances or request in writing an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. SHA's system of removing

applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, SHA will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## ***10.0 TENANT SELECTION AND ASSIGNMENT PLAN***

### ***10.1 PREFERENCES***

SHA will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities.

Preferences are weighted equally and; therefore, placement will be determined by date and time stamp upon approval of qualifying for these preferences.

A. Working Families

B. Date and Time Stamp Application

C. Displaced person(s): Individuals or families displaced by: SHA's action of demolition/disposition of the community in which the family resides; or federally declared disaster, circumstances under 10.1.1 of this section.

**DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS:** Notwithstanding any other provisions of this Section, any individual or family who is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing shall be considered to be homeless.

#### **2. Waiting List Preference for Working Families**

families will be given preference on the Public Housing waiting list. SHA defines "working" as a Head of Household, spouse or co-head who is currently employed at least thirty hours per week, or involved in a work readiness program or other education endeavor for at least thirty hours per week, or who fulfills thirty hours per week by a combination of work and education. The applicant must be engaged in this activity for at least six months at the time of application and selection in order to qualify for this preference. Applicants who are elderly or disabled will be given the benefit of the working preference by virtue of HUD regulation.

If a family is housed under the working preference, and for any reason ceases to continue working or remain in SHA sanctioned Self-Sufficiency Program, complete a Training and Service Plan and consistently adhere to the Plan requirements; or they may forfeit their participation on the Public Housing Program.

Notwithstanding the above, families who are displaced by SHA action will be offered housing before other persons.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority’s expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a thirty day notice.

**10.1.1 HOUSING FOR FEDERALLY DECLARED DISASTERS**

In the case of a federally declared disaster, SHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum

0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two persons. Zero bedroom units may be assigned to two-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, SHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

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

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

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. SHA will allow the smaller size unit so long as generally no more than two people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. SHA will allow the larger size unit if the

family provides a verified medical or disability related need that the family be housed in a larger unit.

- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a thirty calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

### **10.3 SELECTION FROM THE WAITING LIST**

SHA shall follow the statutory requirement that at least 40% of newly-admitted families in any fiscal year are families whose annual income is the higher of either 30% of the Area Median Income or the Federal poverty level (defined at <http://www.huduser.org/portal/datasets/il/ill4/index.html> as extremely low-income). To ensure this requirement is met, the Housing Authority shall monitor the incomes of both newly-admitted families and families on the waiting list on a quarterly basis. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher-income families on the waiting list to reach extremely low-income families.

### **10.4 DECONCENTRATION POLICY**

SHA is not subject to the deconcentration requirements according to 24 CFR 903. Nevertheless, SHA will affirmatively market its housing to all eligible income groups.

### **10.5 RESERVED**

### **10.6 OFFER OF A UNIT**

When SHA discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit.

The family will be notified of a unit offer via first class mail. The family will be given five business days from the date the letter was mailed to contact SHA regarding the offer.

The family will be offered the opportunity to view the unit. The family will have five business days to view and accept or reject the unit. This verbal offer and the family's

decision must be documented in the tenant file. If the family rejects the offer of the unit, SHA will send the family a letter documenting the offer and the rejection.

### ***10.7 REJECTION OF UNIT***

If SHA did not skip over other families on the waiting list to reach this family, and the family rejects the unit without good cause, the family will receive one additional offer. The family will keep their preferences until the second offer is accepted or rejected. If the second offer is rejected, the family will be removed from the Waiting List; but, will be eligible to reapply.

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

### ***10.8 ACCEPTANCE OF UNIT***

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

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the lease and occupancy orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process. The orientation shall include the resident's rights and responsibilities under the Violence Against Women Act.

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

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and SHA will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the tenant's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to (choose one of the following):

0 - 1 Bedrooms - \$100.00

- 2 - 3 Bedrooms - \$150.00
- 4 - 6 Bedrooms - \$200.00

Each window air conditioner installed will be subject to a \$150.00 damage deposit.

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

In the case of a move within Public Housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## ***11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME***

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

### ***11.1 INCOME***

Annual income means all amounts, monetary or not, that:

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

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

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in the Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in the Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1,000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance
  - 1. Welfare assistance payments



- a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) Program are included in annual income only to the extent such payments:
  - i. Qualify as assistance under the TANF Program definition at 45 CFR 260.31; and
  - ii. Are not otherwise excluded under Section 11.2 of this policy.
- b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
  - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

## 2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to SHA by the welfare agency) plus the total amount of other annual income.
- b. At the request of SHA, the welfare agency will inform SHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform SHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. SHA will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular

reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to SHA by the welfare agency).

- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. SHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that SHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if SHA denies the family's request to modify such amount, then SHA shall give the resident written notice of such denial, with a brief explanation of the basis for SHA's determination of the amount of imputed welfare income. SHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

3. Relations with welfare agencies

- a. SHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives SHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
- b. SHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the Housing Authority. However, SHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures,

nor for providing the opportunity for review or hearing on such welfare agency determinations.

- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. SHA shall rely on the welfare agency notice to SHA of the welfare agency's determination of a specified welfare benefits reduction.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following amounts specified in the Federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of eighteen years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
- C. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of SHA's governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts); including the one-time recovery payments generated by the American Recovery and Reinvestment Act (ARRA);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student eighteen years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;

10. The incremental earnings due to employment during a cumulative twelve month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  - c. Families who are or were, within six months, assisted under a State TANF or Welfare-to-Work Program.

This is often referred to as the Earned Income Disregard.

During the second cumulative twelve month period after the date of initial hire, 50% of the increased income shall be excluded from income. The disallowance of increased income of an individual family member is limited to a lifetime forty-eight month period. It only applies for twelve months of the 100% exclusion and twelve months of the 50% exclusion. This is true if it is implemented prior to January 1, 2017. After that date, the lifetime Disregard will end twenty-four months after it began.

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. 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
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

- b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
- c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, Section 6);
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
- h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal Work-Study Program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu); ABLÉ accounts created under the Achieving a Better Life Experience Act of 2014 (ABLE Act) are excluded from the calculation of both income and assets.
- i. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United

States Housing Act of 1937, title V of the Housing Act of 1949, Section 101 of the Housing and Urban Development Act of 1965, and Sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));

- n. 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);
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- p. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- t. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
- v. 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 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and

Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;

- w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
- x. 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));
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- z. 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 (42 U.S.C. 5155(d)).

SHA will not provide exclusions from income in addition to those already provided for by HUD.

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds 3% of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this



allowance may not exceed the earned income received by family members who are eighteen years of age or older who are able to work because of such attendant care or auxiliary apparatus.

- D. Reasonable childcare expenses for children twelve and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### ***11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME***

- A. If a Public Housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty calendar days of receipt by the resident.
- B. The Executive Director or designee shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, SHA shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, SHA shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

#### ***11.5 COOPERATING WITH WELFARE AGENCIES***

SHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the Public Housing and Section 8 Tenant-Based Assistance Program to achieve self-sufficiency; and

- B. To provide written verification to SHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

### ***11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES***

SHA will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. SHA will supply upon legitimate request (1) the current address, (2) Social Security Number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written on law enforcement agency letterhead, and (2) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify SHA that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within SHA's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

### ***12.0 VERIFICATION***

SHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members eighteen years of age and older; Social Security Numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

For a family with net assets equal to or less than \$5,000, SHA will accept, for purposes of recertification of income, a family's written declaration that it has net assets equal to or

less than \$5,000, 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 will be included in the family's income. SHA will obtain third-party verification of all family assets every three years.

### ***12.1 ACCEPTABLE METHODS OF VERIFICATION***

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

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. Up-Front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV) – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 Programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the SSA and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth, and Social Security Number reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. SHA will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.
- b. State Wage Information Collection Agencies (SWICAs)

- c. State systems for TANF Program
- d. Credit Bureau Information credit reports
- e. IRS Letter 1722
- f. Private sector databases (e.g., The Work Number)

SHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until SHA has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include SHA requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information SHA derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

In accordance with Florida State law, once the EIV Income Report data has served its purpose, it shall be destroyed by either burning or shredding. An alternate form generated from the EIV systems and proving it was accessed for this purpose must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation date. SHA is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action.

## 2. Third-Party Written Verifications - Such as Bank Statements

An original or authentic document generated by a third-party source dated either within the sixty day period preceding the reexamination or SHA's request date. Such documentation may be in the possession of the tenant (or applicant), and is

commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. SHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents will be used for income and rent determinations.

SHA will obtain two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, SHA will project income based on the information from a traditional written third-party verification form or the best available information.

**Note:** Documents older than sixty calendar days (from SHA interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement UIV. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

### 3. Written Third-Party Verification Form - Sought by PHA

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by SHA. The form is completed by the third-party by hand (in writing or typeset).

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

HUD requires SHA to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party

verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

SHA will allow twenty-one calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

SHA will allow seven calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the twenty-one calendar day period allowed in paragraph 3 and seven calendar day period allowed in paragraph 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the twenty-one calendar day period allowed in paragraph 3 and seven calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When any verification method other than UIV is utilized, SHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	<b>Up-front Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Up-front Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

## 12.2 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >eighteen)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition and verification that the live-in-aide can perform the appropriate care taking activities	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment



Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, Bonds, etc.	Letter from institution	Tax return, information brochure from institution, CD, Bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
		worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs, previous year tax return, and tax documents
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security no more than sixty calendar days old as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined</li> </ul>	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens who are sixty-two years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

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

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to Public Housing. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

If SHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Public Housing unit, the family will be evicted. Such family will not be eligible to be readmitted to Public Housing for a period of twenty-four months from the date of eviction or termination.

#### ***12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, every family member regardless of age must provide SHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. SHA may grant one ninety day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. Participants aged sixty-two or older as of January 31, 2010 whose initial eligibility determination begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, SHA will accept an original document issued by a Federal or State government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. SHA may grant one ninety day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

#### **12.5 TIMING OF VERIFICATION**

Verification information must be dated within ninety calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

#### **12.6 FREQUENCY OF OBTAINING VERIFICATION**

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

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

#### **12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS**

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. SHA shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic

scholarship is involved, SHA shall determine if any of the scholarship is available for housing costs.

## **12.8 DISCREPANCIES IN VERIFIED INFORMATION**

An EIV Income Report shall be pulled from the system before annual or interim reexamination is conducted for any family and compared with family-reported information. If the EIV Report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2,400 or more annually) in the reported income information, SHA will:

- A. Discuss the income discrepancy with the tenant; and
- B. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
- C. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, SHA will request from the third-party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively\*; and
- E. Take any other appropriate action.

\*SHA will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The tenant will be provided an opportunity to contest SHA's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. SHA will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, SHA will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, SHA may reject any tenant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

- A. The document is not an original; or

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

SHA will explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that SHA deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to SHA.

If the third-party source does not respond to SHA's request for information, the Authority is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

SHA will then pursue lower level verifications in accordance with the verification hierarchy.

## **12.9 STREAMLINED INCOME DETERMINATION**

SHA may decide at any point that any family member with a fixed source of income shall have his or her income determined for annual reexaminations using a streamlined income determination unless the family requests a third-part verification. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) (if there has been one announced for that year) or current rate of interest to the previously verified or adjusted income amount.

“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- A. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- B. Federal, State, local or private pension plans;
- C. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- D. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest and determined appropriate by SHA.

In the initial year, SHA determines if any of the family member's sources of income are fixed. This determination shall be made by either:

1. Comparing the amount of income from the fixed source(s) as indicated on the current year's EIV Report or on a family provided document, to the amount generated during the prior year; or
2. By asking the resident.

If so determined, this shall be noted in the tenant file and the file shall state that this was determined. This shall be repeated for new sources of income reported by the resident to SHA.

SHA will use a COLA (if there has been one announced that year) or current rate of interest specific to the fixed source of income in order to adjust the income amount. SHA will verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then SHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, SHA will obtain third-party verification of all income amounts every three years. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the Housing Authority must obtain third-party verification of all income amounts for that family member at the next reexamination if the Housing Authority wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

SHA will continue to annually conduct third-party verification of non-fixed sources of income (wages, salaries, etc.) and deductions (medical, etc.) where applicable for all family members. Also, SHA will continue to obtain family member signatures on the consent forms required by 24 CFR 5.230, as if this provision had not been adopted.

## ***13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT***

### ***13.1 FAMILY CHOICE***

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Their family composition must still be reviewed annually.



- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, SHA will provide them with the following information whenever they have to make rent decisions:
  - 1. SHA's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, SHA will provide the amount of income-based rent for the subsequent year only the year SHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

### ***13.2 THE INCOME METHOD***

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.

### ***13.3 MINIMUM RENT***

SHA has set the minimum rent at \$50. If the family requests a hardship exemption, however, SHA will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - 4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of ninety calendar days from the beginning of the suspension of the minimum rent. At the end of the ninety day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4 THE FLAT RENT**

SHA has set a flat rent for each Public Housing unit which is 80% of Fair Market Rent. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. SHA determined the market value of the unit and set the rent at that market value. The amount of the flat rent will be reevaluated annually against the published Fair Market Rent and adjustments applied. Affected families will be given a thirty day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3).

SHA will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent because SHA has already factored who pays for the utilities into the flat rent calculation.

#### **13.5 RESERVED**

#### **13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

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

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

- A. Step 1. Determine the TTP in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- B. Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

- C. Step 3. Subtract the TTP from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
- D. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- E. Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
- F. Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- G. Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, SHA will use the TTP as the mixed family TTP.

### **13.7 UTILITY ALLOWANCE**

SHA shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities which will be posted in SHA’s main office at 511 Orange Avenue, Fort Pierce, FL 34950 and on its website located at [www.hacfp.org](http://www.hacfp.org). The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, SHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income-based rent to determine the amount of the tenant rent. The tenant rent is the amount the family owes each month to SHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

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

monthly as additional rent. If the tenant fails to make the excess utility payment by the fourteenth day after notification, the charge will become due as rent and late fees will be assessed. Non-payment of the excess utilities will lead to adverse action under the lease.

Utility allowance revisions based on rate or consumption changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

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

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

### ***13.8 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the central Public Housing office at 611 Church Street, Stuart, FL 34994 or any other location approved by SHA. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not paid by the fifth of the month, a notice to vacate will be issued to the tenant. In addition, a \$35 late charge will be assessed to the tenant as additional rent. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 as additional rent to cover bank charges and/or processing costs.

## ***14.0 COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENT***

### ***14.1 GENERAL***

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per

month of combined activities as previously described unless they are exempt from this requirement. The eight hours of activity may be completed at eight hours each month or aggregated across a year, as long as ninety-six hours are completed by each annual certification.

## **14.2 EXEMPTIONS**

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

- A. Family members who are sixty-two or older.
- B. Family members who are:
  - 1. blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1), Section 1382(c)) and who certify that because of this disability, she or he is unable to comply with the community service requirements;
  - or
  - 2. Family members who are the primary care giver of such individual.
- C. Family members engaged in work activity at least thirty hours per week and as defined in Section 407(d) of the Social Security Act, specified below
  - 1. Unsubsidized employment;
  - 2. Subsidized private-sector employment;
  - 3. Subsidized public-sector employment;
  - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - 5. On-the-job-training;
  - 6. Job-search;
  - 7. Community service programs;
  - 8. Vocational educational training (not to exceed twelve months with respect to any individual);
  - 9. Job-skills training directly related to employment;

10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.
- D. Able to meet requirements under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program in our State, including a State-administered Welfare-to-Work Program; or
- E. A member of a family receiving assistance, benefits, or services under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of our State (HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found by the State to be in compliance with the program requirements, that tenant is exempt from the CSSR, including a State-administered Welfare-to-Work Program, and has not been found by the State or other administering entity to be in non-compliance with such a program.

### ***14.3 NOTIFICATION OF THE REQUIREMENT***

SHA shall identify all adult family members who are apparently not exempt from the community service requirement.

SHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. SHA shall verify such claims. If a resident does not agree with SHA's determination, he or she can appeal by following the grievance policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to SHA within ten calendar days of the change.

At lease execution or re-examination, all adult members (eighteen or older) of a Public Housing resident family must:

- A. Provide all requested documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used (and verified if necessary) by SHA to determine whether the tenant is exempt from the CSSR, and

- B. Sign a certification that they have received and read the policy and understand that, if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease, per 24 CFR 966.4(1)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to SHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to SHA as soon as possible.

For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Eligible community service activities include, but are not limited to, serving at:

- A. Local public or non-profit institutions, such as schools, head start programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- B. Non-profit organizations serving SHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or non-profit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. SHA housing to improve grounds or provide gardens (so long as such work does not alter SHA's insurance coverage), or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with SHA run self-sufficiency activities including supporting computer learning centers; and



- F. Care for the children of other residents so parents may volunteer.

In order to facilitate easier documentation of the community service provided, residents shall work exclusively for non-profits or a governmental agency. Any required court-ordered community service or probation-based work shall not count towards a resident's required eight hours per month of community service.

Eligible self-sufficiency activities include, but are not limited, to:

- A. Job readiness or job training while not employed;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- C. Higher education (junior college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- G. English as a Second Language and/or English proficiency classes;
- H. Budgeting and credit counseling.

SHA will try to coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

#### **14.5 THE PROCESS**

Upon admission and each annual reexamination thereafter, SHA will do the following:

- A. Provide a list of known volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

At each regularly scheduled rent re-examination, each non-exempt family member will present a signed certification on a form provided by SHA of CSSR activities performed over the previous twelve months. SHA will obtain third-party verification of CSSR completion administered through outside organizations.

#### ***14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT***

SHA will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into a written work-out agreement, the lease will not be renewed.

#### ***14.7 OPPORTUNITY FOR CURE***

SHA will offer the family member(s) the opportunity to enter into a work-out agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past twelve month period. It will state the number of hours that the family member is deficient. The cure shall occur over the twelve month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

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

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, SHA shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

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

### **15.0 RECERTIFICATIONS**

At least annually, SHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

#### **15.1 GENERAL**

SHA will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. The Housing Authority will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, the Housing Authority will pursue eviction of the household.

If a family is about to be terminated from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and

given an opportunity to dispute the accuracy of the information before the eviction occurs.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in SHA taking eviction actions against the family.

### **15.3 FLAT RENTS**

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income based method during their “lease year” they cannot go back to a flat rent until their next regular annual reexamination.

- F. The dates upon which SHA expects to review the amount of the flat rent, the

approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, SHA will send a reexamination letter to the family offering the choice between a flat rent or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, SHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with SHA representative, they may make the selection on the form and return the form to SHA. In such case, SHA will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

#### **15.4 THE INCOME METHOD**

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

Upon receipt of verification, SHA will determine the family's annual income and will calculate their rent as follows.

The TTP is equal to the highest of:

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

The family shall be informed of the results of the rent calculation under both the income method and the flat rent and given their choice of which rent to pay.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

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

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

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

## **15.6 INTERIM REEXAMINATIONS**

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

Families are required to report the following changes to SHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten calendar days of their occurrence.

- A. An increase in income.
- B. A household member is leaving or has left the family unit or a member has been added to the family through birth or adoption or court-awarded custody.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. SHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the

process for applicants. SHA will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a tenant family.

Under the circumstances where there is a loss, reduction or absence of child support when applicable, a court order AND verification from Human Services must be submitted. An interim change due to change in regularity of child support payments will not be done unless that change exceeds three months.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, SHA will take timely action to process the interim reexamination and recalculate the tenant's rent.

#### ***15.7 SPECIAL REEXAMINATIONS***

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

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

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

#### ***15.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT***

If SHA makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty-four months. The refund shall be given to the resident as soon as

practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

### ***15.10 OVER INCOME FAMILIES***

Beginning March 24, 2019 the SHA shall track all public housing residents who have an adjusted income over 120% of the Area Median Income (AMI). This is defined by HUD as 2.4 times the HUD determined Very Low-Income limit for SHA's jurisdiction. The limit will be adjusted each year within 60 days after HUD published new income limits. When the Housing Authority becomes aware, through an annual reexamination or an interim reexamination for an increase in income, that a family's adjusted income exceeds the applicable income limit, SHA must, per HUD regulation, document in the family's tenant file that the family exceeds the threshold to compare with the family's income a year later.

If, one year after the initial determination by SHA that a family's adjusted income exceeds the over-income limit, and the family's adjusted income continues to exceed the over-income limit, SHA must, as required by HUD regulation, provide written notification to the family that their income has exceeded the over-income limit for one year. The written notification shall further state that if the family's adjusted income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to EITHER a higher rent (as determined on a HUD formula, which has not yet been provided by HUD) or termination. SHA will determine which of these two (2) options to implement upon issuance of upcoming HUD publication(s).

The form HUD-50058 actions that would trigger the two-year grace period are: '2 = Annual Reexamination' and '3 = Interim Reexamination.'

All notices and communications will be provided in a manner appropriate for persons with hearing, visual or other disabilities.

If the SHA discovers through an annual or interim exam that the family's adjusted income falls below the over-income limit, the two-year period starts over again if the family exceeds the limit in the future.

SHA will follow the requirement to submit an annual report on the number of over-income families and the number of families on the public housing waiting lists when HUD makes the requirement effective through a separate PIH notice.

Exempted from this regulation are families with a valid Family Self-Sufficiency (FSS) contract, or families where at least one family member is receiving the Earned Income Disregard benefit.



## ***16.0 UNIT TRANSFERS***

### ***16.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting SHA's deconcentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

### ***16.2 CATEGORIES OF TRANSFERS***

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

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other Public Housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

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

### **16.3 DOCUMENTATION**

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

### **16.4 RESERVED**

### **16.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

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

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

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

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

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of SHA and the family rejects two offers without good cause, SHA will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet SHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include

deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.6 COST OF THE FAMILY'S MOVE**

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by SHA has caused the unit to be unsafe or inhabitable; or
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved.

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

#### **16.7 TENANTS IN GOOD STANDING**

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

#### **16.8 TRANSFER REQUESTS**

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

SHA will grant or deny the transfer request in writing within ten business days of receiving the request or holding the meeting, whichever is later.

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

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

#### **16.9 RIGHT OF SHA IN TRANSFER POLICY**

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

### **17.0 INSPECTIONS**

An authorized representative of SHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in SHA's file and a copy given to the family member. An authorized SHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any SHA damages to the unit.

a. **Minimum Heating Standard**

The SHA shall comply with the heating standards established by The City of Stuart, Florida.

#### **17.1 MOVE-IN INSPECTIONS**

SHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### **17.2 ANNUAL INSPECTIONS**

SHA will inspect each Public Housing unit annually to ensure that each unit meets SHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

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

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by SHA.

### ***17.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual reexamination, or at other times as necessary, SHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, SHA will give the tenant at least two calendar days written notice.

### ***17.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of SHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***17.8 PRE-MOVE-OUT INSPECTIONS***

When a tenant gives notice that they intend to move, SHA will offer to schedule a pre-move-out inspection with the family. The inspection allows SHA to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling SHA to ready units more quickly for the future occupants.

### ***17.9 MOVE-OUT INSPECTIONS***

SHA conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is

notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## ***18.0 PET POLICY***

### ***18.1 EXCLUSIONS***

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all Public Housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet policy of this Housing Authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. SHA will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, SHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

### ***18.2 PETS IN PUBLIC HOUSING***

SHA allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold SHA harmless from any claims caused by an action or inaction of the pet.

### ***18.3 APPROVAL***

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the authorization for pet ownership form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

#### **18.4 TYPES AND NUMBER OF PETS**

SHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a State or local law or regulation, the State or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only two pets per unit will be allowed according to this schedule.

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

No animal may exceed twenty pounds in weight projected to full adult size.

#### **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by State and/or local ordinances. They must comply with all other State and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or State or local official shall be annually filed with SHA to attest to the inoculations.

#### **18.6 PET DEPOSIT**

A pet deposit of \$100 per pet is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each pet and installments will not be accepted for a pet deposit.

#### **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

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

### **18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

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

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

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

### **18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if SHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/building(s). This shall be implemented based on demand for this service.

### **18.10 MISCELLANEOUS RULES**

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

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

Residents must take appropriate actions to protect their pets from fleas and ticks.

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

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



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

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

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within twenty-four hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within ten calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

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

#### ***18.11 VISITING PETS***

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without SHA approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

#### ***18.12 REMOVAL OF PETS***

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

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, SHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

## ***19.0 REPAYMENT AGREEMENTS***

When a resident owes SHA retroactive rent or back charges and is unable to pay the balance by the due date, the resident may request that SHA allow them to enter into a Repayment Agreement. SHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve months. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

- A. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- B. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- C. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Refusal to enter into a Repayment Agreement for monies owed will subject the family to eviction procedures.

**Note: The Housing Authority has a minimum rent of \$50, it will allow for Repayment Agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.**

## ***20.0 TERMINATION***

### ***20.1 TERMINATION BY TENANT***

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

### ***20.2 TERMINATION BY THE HOUSING AUTHORITY***

Twelve months after SHA has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

SHA will terminate the lease, in accordance with Florida State Law, for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Connection with criminal or drug-related activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in or on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine, gang affiliation, or illegal possession of firearms, on or off the premises of SHA or on the premises of any other federally assisted housing;
- K. Non-compliance with non-citizen rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen calendar days each year without the prior written approval of the Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;

- N. Alcohol and/or drug abuse that SHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted there from;
- P. SHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when SHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. "The use of medical marijuana is included in this ban."
- R. Criminal activity as shown by a criminal record. In such cases SHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before SHA grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.
- S. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the Housing Authority if the smoke detector is inoperable for any reason; and
- T. Other good cause.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, SHA may require a leaseholder to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

AND/OR

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, SHA may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, SHA will require the leaseholder to submit evidence of one of the above three statements.

In deciding whether to exercise their discretion to terminate an individual or household that has engaged in criminal activity, SHA will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse termination, or eviction decision. Before SHA evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. SHA can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If SHA proposes to terminate assistance on the basis of a criminal record, the Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The family will have ten business days to dispute the accuracy and relevance of the record in writing. If the Housing Authority does not receive the dispute within the allotted time, the family will be terminated.

## **20.2A VAWA PROTECTIONS**

Under the Violence Against Women Act (VAWA), Public Housing tenants have the following specific protections, which will be observed by SHA:

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

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, SHA is granted the authority to bifurcate the lease.

The Housing Authority will honor court orders regarding the rights of access or control of the property.

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

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

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

SHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within fourteen business days after receipt of the Housing Authority’s written request for verification.

## ***20.2B VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING***

SHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

- A. *Requirement for Verification.*** The law allows, but does not require, SHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an

individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. ***HUD-approved form (HUD-50066)*** - By providing to the Housing Authority a written certification, on the form approved by HUD, that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
  2. ***Other documentation*** - By providing to the Housing Authority documentation signed by 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 the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
  3. ***Police or court record*** – By providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- B. *Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Housing Authority to provide verification, must provide such verification within fourteen business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.
- C. *Managing conflicting documentation.*** In cases where SHA receives conflicting certification documents from two or more members of a household, each claiming

to be a victim and naming one or more of the other petitioning household members as the perpetrator, SHA may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. SHA shall honor any court orders addressing rights of access 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.

### ***20.2C CONFIDENTIALITY***

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for used in an eviction proceeding; or
- C. Otherwise required by applicable law.

SHA shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

### ***20.3 INFORMAL HEARINGS FOR PARTICIPANTS***

- A. When a Hearing is Required
  - 1. SHA will give a participant family an opportunity for an informal hearing to consider whether the following SHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and SHA policies:
    - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
    - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from SHA utility allowance schedule.
    - c. A determination of the family unit size under SHA subsidy standards.
    - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.



- e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under SHA policy and HUD rules.
  - f. Denial of a hardship exemption to the minimum rent requirement.
2. In cases described in paragraphs 20.3 A, 1, d, e and f of this Section, SHA will give the opportunity for an informal hearing before SHA terminates housing assistance payments for the family.

B. When a Hearing is Not Required

SHA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by SHA.
2. General policy issues or class grievances.
3. Establishment of SHA schedule of utility allowances for families in the program.
4. A SHA determination not to approve a unit or lease.
5. For violent, drug or gang related criminal activities by a family member or guest on or off such premises; or activities that threaten the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority.
6. A SHA determination that an assisted unit is not in compliance with REAC Standards. (However SHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the REAC Standards caused by the family.)
7. A SHA determination that the unit is not in accordance with REAC because of the family size.
8. A determination by SHA to exercise or not exercise any right or remedy against the participant under a lease.

In the cases described in paragraphs 20.3, A, 1, a, b, and c of this Section, SHA will notify the family that the family may ask for an explanation of the basis of SHA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In the cases described in paragraphs 20.3, A, 1, d, e and f of this Section, SHA will give the family prompt written notice that the family may request a hearing within ten business days of the notification. The notice will:

- a. Contain a brief statement of the reasons for the decision; and
- b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten business days of the notification.

### C. Hearing Procedures

SHA and participants will adhere to the following procedures:

#### 1. Discovery

- a. The family will be given the opportunity to examine before the hearing any SHA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If SHA does not make the document(s) available for examination on request of the family, SHA may not rely on the document at the hearing.
- b. SHA will be given the opportunity to examine, at SHA's offices before the hearing, any family documents that are directly relevant to the hearing. The Housing Authority of the City of Fort Pierce, Florida will be allowed to copy any such document at SHA's expense. If the family does not make the document(s) available for examination on request of SHA, the family may not rely on the document(s) at the hearing.

Note: The term document includes records and regulations.

#### 2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

#### 3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by SHA, other than a person who made or approved the decision under review or a subordinate of this person.

- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with SHA hearing procedures.

4. Evidence

SHA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within fourteen calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

SHA is not bound by a hearing decision:

- a. Concerning a matter for which SHA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under SHA hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.
- c. If SHA determines that it is not bound by a hearing decision, SHA will notify the family within fourteen calendar days of the determination, and of the reasons for the determination.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or

were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons SHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that SHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within thirty calendar days of receipt of the *notice of denial or termination of assistance*, or within thirty calendar days of receipt of the INS appeal decision.

For the participant families, the informal hearing process above will be utilized with the exception that the participant family will have up to thirty calendar days of receipt of the *notice of denial or termination of assistance*, or of the INS appeal decision.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, SHA may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;

2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, SHA may require the leaseholder to submit evidence of one of the above three statements.

#### **20.4 ABANDONMENT**

SHA shall presume that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence **OR** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, SHA shall treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant and a SHA representative may enter the unit and remove any abandoned property.

#### **20.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, if SHA does not intend to impose a claim on the security deposit, SHA shall have fifteen days to return the security deposit together with interest if otherwise required, or SHA shall have thirty days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim.

#### **20.6 THE EIV'S DECEASED TENANTS REPORT**

SHA shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. SHA shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, SHA will immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, SHA will take immediate eviction actions under State law. If the property is occupied by a live-in-aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.

## ***21.0 SUPPORT FOR OUR ARMED FORCES***

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. SHA is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, SHA wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a Public Housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for Public Housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, SHA will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within thirty calendar days of the conclusion of the active duty service.

## ***22.0 ANTI-FRAUD POLICY***

SHA is fully committed to combating fraud in its Public Housing Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading SHA. It results in the inappropriate expenditure of Public Housing funds and/or a violation of Public Housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to

accurately report who is residing in the residence. SHA shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, SHA shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as SHA deems appropriate.

## ***23.0 PRIVACY***

SHA is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous Federal privacy laws, regulations, notices, and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or sensitive personally identifiable information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

## ***24.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS***

### ***24.1 PURPOSE***

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of SHA, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

## ***24.2 CONFLICT OF INTEREST***

1. No Associate of SHA shall participate in the selection or in the award or administration of a contract supported by U.S. Federal, State, local, or other regulated funds if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, officer, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the selection for award.
2. No Associate shall solicit or accept anything of value such as a gift, favor, loan, reward, promise of future employment, preferred service, benefit or concession that would reasonably tend to improperly influence said person in the discharge of their official duties or give the appearance of any improper influence. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
3. No Associate shall use or attempt to use their position, or any property or resource under their care or perform their official duties to secure special privileges, benefits or exemptions for themselves or others, except as may be provided by policy and/or law.
4. No Associate shall accept employment or engage in any business or professional activity, which they might reasonably expect, would require or induce him or her to disclose confidential information acquired by him or her by reason of his or her official position with SHA.
5. No Associate shall disclose or use information not available to members of the general public and gained by reason of their official position for their personal gain or benefit or for their personal gain or benefit of any other person or business entity.
6. If any Associate of SHA is an officer, director, partner, proprietor, associate, or agent of, or owns a material interest in any business entity which is granted a privilege to operate in this state, they shall file a sworn statement disclosing such facts no later than forty-five days after becoming an Associate or after the acquisition of such position or material interest with the Human Resources Department.



7. No Associate shall transact or solicit to transact any business in their official capacity with any business entity for which the Associate is an officer, director, agent, or member or in which they own a financial interest, or otherwise has any material interest therein. Nor shall an Associate, acting in a private capacity, transact or solicit to transact any business with SHA.
8. No Associate shall have personal investments in any enterprise, which would reasonably create a conflict between their private business interest and the public interest.
9. No Associate shall, at any time, accept any compensation, payment or thing of value when such Associate knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the Associate was expected to participate in their official capacity.
10. No Associate may, either directly or indirectly, purchase, rent, or lease any realty, goods, or services for or on behalf of SHA from any business entity of which the Associate is an officer, partner, director, or proprietor, or in which any of them have a material interest.
11. No Associate shall personally represent another person or entity before SHA for compensation for a period of two years after leaving the Board of Commissioners or terminating their employment with SHA for any reason, unless they are employed by another public agency.
12. No Associate shall have or hold any employment or contractual relationship with any business entity or agency, which is doing business with SHA. Nor shall any Associate have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties, or that would impede the full and faithful discharge of their public duties.
13. No Associate shall have any interest, financial or otherwise, in any business transaction or professional activity, nor from any obligation of any venture which is in substantial conflict with the proper discharge of his or her duties.
14. No Commissioner may vote in their official capacity upon any measure which would inure to their special private gain or loss or which they know would inure to the special private gain or loss of a relative or business associate of the Commissioner. A Commissioner, prior to a vote being taken, shall publicly state at the meeting, the nature of the Commissioner's interest in the matter from which they are abstaining from voting. However, if the nature of the conflict is known prior to the meeting, the Commissioner shall notify the Executive Director in writing prior to the meeting.

## **24.3 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT**

Violations of this Code of Conduct policy will result in disciplinary action as outlined in SHA's Personnel policy or as determined by action of the Board of Commissioners.

## **25.0 HOUSING AUTHORITY SMOKE FREE POLICY**

As required by HUD, SHA is hereby adopting a policy to forbid smoking in all of its structures and within 25 feet of a SHA owned structure. It does not prohibit smoking by public housing residents. It just states where they cannot smoke. This policy shall go into effect on 07/01/18.

### **A. PURPOSE:**

This policy was developed to:

1. Protect tenants from the medical hazards of second hand smoke;
2. Protect lives and property from fires due to smoking accidents; and
3. Reduce turnover costs associated with smoke damage in our residential units.

### **B. DEFINITIONS:**

Prohibited tobacco products. Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) store bought or hand-rolled cigarettes, cigars, and pipes. This includes water pipes and/or hookahs.

Restricted areas. Smoking is not allowed in any public housing living units and other interior areas. Interior areas include, but are not limited to, hallways, rental, and administrative offices, maintenance facilities, community centers, day care facilities, laundry facilities, and similar structures. Smoking is also prohibited within 25 feet of public housing and other SHA owned structures.

Covered individuals. This policy covers not only everyone living on the property, but also all guests and visitors. Each resident is responsible for his or her guests or visitors. Violations of this policy by an aide, guest or visitor will be considered to have been made by the resident(s) head of household.

### **C. THE POLICY:**

Beginning 07/01/18, no lighted prohibited tobacco products will be allowed in restricted areas of the SHA (all public housing living units and other interior areas. Interior areas include, but are not limited to, hallways, rental, and administrative offices, maintenance facilities, community centers, day care facilities, laundry facilities, and similar structures. Smoking is also prohibited within 25 feet of public housing and other SHA owned structures). Residents, aides, visitors, and guests are all covered by this policy. Any costs incurred by the SHA due to a violation of this policy by a resident, an aide, visitor, or guest shall become the financial obligation of the resident.

***D. PHASE-IN PERIOD:***

All residents will need to sign a lease addendum incorporating this policy into the lease.

While the policy will not take effect until 07/01/18, SHA urges its smoking residents to begin their transition to a smoke-free life as soon as possible. SHA recognizes that quitting smoking is a difficult task and urges its residents to give themselves as much time as possible to make the transition.

***E. REASONABLE ACCOMMODATION REQUESTS:***

An addiction to nicotine or smoking is not a disability. That stated, a person with a disability may request a reasonable accommodation if they are a smoker. Reasonable accommodations will be made, where warranted, as quickly as possible.

***F. PENALTIES FOR VIOLATING THIS POLICY:***

If a resident, aide, visitor or guest violates this policy the following penalties shall be enforced:

First Offense	Oral Warning
Second Offense	Written Warning
Third Offense	Written Warning and a Referral to a Smoking Cessation Program if the violator is a resident
Fourth Offense	\$50 fine
Fifth Offense	\$100 fine
Sixth Offense	Eviction

If the violator is an aide, visitor or guest; the graduated penalty steps will start over with each annual lease renewal. There is no start over for a resident.

All penalties assessed against a resident will be documented in the resident's file.

***G. DISCLAIMER:***

SHA's adoption of this policy does not change the standard of care it has for the living units or common areas. SHA specifically disclaims any implied or express warranties concerning the air quality in either the living units or common area. There is no warranty or promise that the air will be smoke free.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in Public Housing to record information used in the certification and re-certification process and, at the option of the Housing Authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

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

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

**Adult:** A household member who is eighteen years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children under thirteen years of age. Other allowance can be given at the discretion of the Housing Authority.

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

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

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

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

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

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

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

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

**Assistance applicant:** A family or individual that seeks admission to the Public Housing Program.

**Bifurcate:** With respect to a Public Housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Business Days:** Days the Housing Authority is open for business.

**Ceiling rent:** Maximum rent allowed for some units in Public Housing developments under the income method of calculating rent.

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

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

**Childcare expenses:** Amounts anticipated to be paid by the family for the care of children under thirteen years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

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

**Covered families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered person:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

**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 a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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

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

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

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

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

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

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

**Disabled person:** See "person with disabilities."

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

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

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

**Drug:** Means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household



management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

**Elderly person:** A person who is at least sixty-two years of age. (1937 Housing Act)

**Employment:** Employment for admission preference purposes is defined as:

Employment must be current and the applicant must be engaged in this activity for at least six months at the time of application and selection in order to qualify for this preference. The employment must provide a minimum of thirty hours of work per week for the family member claiming the preference

**Extremely low-income families:** A very low-income family whose income does not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

**Family:** Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
  - A. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - B. An elderly family (including co-head);
  - C. A near-elderly family (including co-head);

- D. A disabled family (including co-head);
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

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

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

**Flat rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the Housing Authority based on a HUD mandate that it be set at no less than 80% of the FMR, adjusted for tenant-paid utilities. PHAs have the flexibility to conduct reexaminations of family income once every three years instead of annually for families that choose to pay the flat rent. The flat rent amount a family pays is not locked in for the three-year period. Instead, the PHA must revise the flat rent amount from year to year based on the findings of the PHA's rent reasonableness analysis and changes to the FMR.

**Full-time student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gender identity:** Actual or perceived gender-related characteristics.

**Guest:** 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 of the tenant.

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

**Homeless (as defined for 50058 reporting purposes):** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. 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

- b. 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
- c. An individual who is exiting an institution where he or she resided for ninety days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

or

Any individual or family who:

- a. 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
- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

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

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

**Immediate Family Member:** A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

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

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

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

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

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

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Live-in aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

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

A live-in aide is not a party to the lease.

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

**Medical expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animal, transportation for medical purposes.

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

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

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

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

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

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

**Net family assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

**Occupancy standards:** The standards that a Housing Authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is 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. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Participant:** A family or individual that is assisted by the Public Housing Program.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

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

**Personally Identifiable Information (PII):** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc.

alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

**Premises:** For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

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

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and Public Housing Programs, the processing entity is the responsibility entity.

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

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

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

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

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in the Public Housing dwelling after all other family members have left.

**Responsible Entity:**

- A. For the Public Housing Program, the Section 8 Tenant-Based Assistance Program (24 CFR 982), and the Section 8 Project-Based Certificate or Voucher Program (24 CFR 983), and the Section 8 Moderate Rehabilitation Program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 Programs, responsible entity means the Section 8 project owner.

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

**Sensitive Personally Identifiable Information:** PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

**Sexual orientation:** Homosexuality, heterosexuality, or bisexuality.

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

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

**Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an Economic Self-Sufficiency Program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

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



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

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds fourteen calendar days, the Housing Authority must agree to the absence.

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

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

**Tenant rent:** The amount payable monthly by the family as rent to the Housing Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Housing Authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the Housing Authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

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

**Total Tenant Payment (TTP):**

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

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in Public Housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in Public Housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a Public Housing Program, whose initial lease was effective before August 1, 1982.

**Tuition:** The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Expenses related to attending an institution of higher education must not be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For Section 8 Programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing Program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

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

conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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

**VAWA:** The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

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

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The actual or threatened violence must have occurred within the past thirty calendar days or be of a continuing nature.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

- A. The Housing Authority verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, SHA will try to ensure that the new location of the family is concealed.

**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. Arrests alone are not sufficient evidence of criminal activity.

**Welfare assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) Program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;

- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits 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.

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

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## Acronyms

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
CSSR	Community Service and Self-Sufficiency Requirement
SHA	The Housing Authority of the City of Fort Pierce, Florida
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
IRS	Internal Revenue Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
REAC	Real Estate Assessment Center
SSA	Social Security Administration
TTP	Total Tenant Payment