

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY
FOR THE
CONVENTIONAL PUBLIC HOUSING PROGRAM**

Date of Board Approval:

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INTRODUCTION AND STATEMENT OF LOCAL OBJECTIVES

The overall objective of the Housing Authority of the County of San Mateo (hereinafter referred to as HACSM) is to provide low-income families housing that is decent, safe, sanitary and in good repair, on a continuing basis. The HACSM's residents play an important role in the HACSM's ability to accomplish this mission. Selection and approval of housing residents and their continued occupancy of units affects rental income, maintenance of dwelling units, safety and security of residents and HACSM employees, and the impressions or perceptions that the HACSM makes on the general public.

Consequently, it is essential that an authority have written policies and procedures that provide for adequate screening of applicants and for continued occupancy of dwelling units by residents.

This document contains the HACSM's policies pertaining to the admission and continued occupancy of its residents. It is organized basically in the order of concerns that responsible HACSM staff members encounter in selecting and reexamining residents. These policies include requirements in the Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and other civil rights requirements, HUD regulations, the Annual Contributions Contract, and state and local laws.

HACSM staff members in the housing management area are primarily responsible for implementing the policies contained in the following sections of this document.

Local Objectives

In addition to the general statement above, the Admissions and Continued Occupancy Policy (hereinafter referred to as the A & O Policy) is designed to achieve the following objectives:

- To increase the availability of decent, safe and affordable housing in meeting the area housing needs;
- To ensure equal opportunity in housing for all;
- To promote self-sufficiency and asset development of families and individuals; and
- To improve community quality of life and economic viability.

SECTION 1. NONDISCRIMINATION AND PRIVACY REQUIREMENTS

In making decisions concerning admission and occupancy of dwelling units, the HACSM must comply with requirements against discrimination contained in Civil Rights legislation enacted in the 1960's and subsequent legislation concerning the disabled and the aged. The following outlines the HACSM's general policy concerning the requirements and specific actions to be taken in the admission and occupancy process.

A. General Policy

- 1) The Housing Authority of the County of San Mateo, California, will not discriminate against any person or family because of race, color, creed, age, sex, religion, disability, national origin, or familial status, in any of the HACSM occupancy process. The occupancy process includes, but is not limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities, treatment of residents, and termination of occupancy.
- 2) There will be no intimidation or retaliatory actions by the HACSM or its staff against any applicant or resident because of participation in civil rights activities, or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto.
- 3) The race, color, or national origin of the residents of the dwelling units or of the staff will not be a factor in the assignment of managers and other staff responsible for the administration of the dwelling units.
- 4) The HACSM will abide by the nondiscrimination requirements of 24 CFR 960.203:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance. (24 CFR part 1)
 - b) The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on disability in residential real estate-related transactions. (24 CFR parts 100, 108, 109, & 110)
 - c) Executive Order 11063 on Equal Opportunity Housing. (24 CFR part 107)
 - d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination based on disability in programs receiving Federal financial assistance. (24 CFR part 8)
 - e) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), which prohibits discrimination based on age in programs receiving Federal financial assistance. (24 CFR part 146)
 - f) Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

B. Specific Actions

- 1) The HACSM will not, on the grounds of race, color, creed, sex, religion, age, disability, national origin, or familial status:

- a) Deny a person or family admission to housing.
 - b) Provide housing which is different than that provided others, except for elderly and disabled where accessibility features may be required.
 - c) Subject a person to segregation or disparate treatment.
 - d) Restrict a person's access to any benefit enjoyed by others in connection with housing programs.
 - e) Treat a person differently in determining eligibility or other requirements for admission.
 - f) Deny any person access to the same level of services provided to others.
 - g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing programs.
- 2) It will not intimidate, threaten, or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights.
 - 3) It will not deny physically disabled persons an opportunity to apply for housing due to inaccessible application offices. Accessibility to the main office is available.
 - 4) It will not assign employees in a way which would result in discrimination against applicants or residents.
 - 5) It will make sure that all employees of the HACSM, especially those who are involved in the admissions process, are familiar with discrimination and nondiscrimination requirements.
 - 6) It will prominently display a fair housing poster at:
 - a) each office where applications are taken; and
 - b) each management office, except single family dwellings.
 - 7) It will maintain information on the race, ethnicity (Hispanic or non-Hispanic), sex, and age of the head of the household of all applicants and residents.
 - 8) It will not discriminate in the rental, or otherwise make unavailable or deny, a dwelling to any renter because of a disability of:
 - a) that renter;
 - b) a person residing in or intending to reside in that dwelling after it is rented, or made available; or
 - c) any person associated with that person.
 - 9) It will not discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a) that renter;
 - b) a person residing in or intending to reside in that dwelling after it is rented, or made available; or

- c) any person associated with that person.
- 10) It will not make an inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is rented or made available, or any person associated with that person, has a disability, or make an inquiry as to the nature or severity of a disability of such a person. However, this paragraph does not prohibit the HACSM from making the following inquiries, provided that these inquiries are made of all applicants, whether or not they have disabilities:
- a) inquiry into an applicant's ability to meet the requirements of tenancy;
 - b) inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or persons with a particular type of disability;
 - c) inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with particular type of disability should such priority be part of the HACSM's policies;
 - d) inquiry to determine whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance, except that such persons who claim eligibility as disabled due to drug or alcohol abuse alone are not eligible for housing; or
 - e) inquiry to determine whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance, or of any violent crime.
- 11) HACSM will not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others. The detailed procedures in Section 7-Resident Screening and Verification, of this policy, will describe how such individuals will be identified prior to occupancy.
- 12) The HACSM will review its policies and procedures, at least annually, to assure compliance with civil rights requirements including the Civil Rights Acts of 1964 (24 CFR part 1), the Fair Housing Act of 1988 (24 CFR parts 100, 108, 109, & 110), Executive Order 11063 (24 CFR part 107), Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8), the Age Discrimination Act of 1975 (24 CFR part 146), and Americans with Disabilities Act 1990 (42 U.S.C. 12101-12213).

C. Service Policy/Reasonable Accommodations

- 1) The HACSM's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing programs and related services.
- 2) The HACSM will identify and eliminate situations and/or procedures that create barriers to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the HACSM will make structural modifications to its housing and non-housing facilities and make reasonable accommodations or combinations of structural modifications and reasonable accommodations, to permit persons with disabilities to take full advantage of its housing program provided that the modifications can be accomplished without undue financial and/or administrative burden. Should providing a requested

modification result in a fundamental alteration in the nature of the program or an undue financial/administrative burden, the HACSM need not provide that accommodation. However, the HACSM is required to provide any other accommodation that would not result in undue financial and/or administrative burden or fundamental alteration of the program. If the HACSM provides transportation to functions or activities, or if transportation is necessary for a disabled person to participate in such functions or activities, the HACSM must ensure that accessible transportation is provided to accommodate the disabled person, and attendant and or family/friends.

- 3) Requests for reasonable accommodation from persons with disabilities will be considered upon receipt of third-party verification from a medical professional who is knowledgeable about the disability that is related to the accommodation and that the accommodation meets the need presented by the disability.
- 4) Reasonable accommodations will be made for persons with a disability who require an advocate to assist them. A designee will be allowed to provide some information, but only with the permission of the person with the disability.
- 5) When feasible, HACSM mailings will be made available in an accessible format upon request as a reasonable accommodation.
- 6) All requests for accommodation or modification will be verified by a reliable and knowledgeable professional.
- 7) The HACSM will make a reasonable effort to provide accessibility to individuals with temporary disabilities which limit their mobility or other major life activities. In such cases, their lease will specify that they will be required to relocate to another unit when the need for the accessibility features is no longer required. The temporary nature of the disability and the approximate length of time of disability will be verified through a qualified health or services professional.
- 8) The HACSM will not permit these policies to be subverted in order to grant personal or political favors. The HACSM will not offer units in an order different from that prescribed by this policy, since by doing so violates the policy, Federal law, and the civil rights of the other families on the waiting list.

D. Translation of Documents

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

- 1) The number of applicants and residents who do not speak English and speak the other language.
- 2) The cost per client of translating the documents into the other language.
- 3) The availability of translation and/or interpreter services in the HACSM's jurisdiction.

- 4) Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments. Equally important, the documents will be simply and clearly written to enable applicants with learning or cognitive disabilities to understand as much as possible. It is also understood that many of the public housing related concepts may need to be explained more than once to applicants/ participants.
- 5) At a minimum, the HACSM will prepare the following information in a clearly written and accessible format:
 - marketing and informational material;
 - application process information;
 - the application form;
 - all form letters and notices to applicants/residents;
 - the HACSM's general policy regarding reasonable accommodation;
 - new resident orientation materials;
 - the lease and any applicable house rules;
 - guidance/instructions on care of the housing unit;
 - information on opening, closing and up-dating the waiting list;
 - all information related to applicant/resident rights (to informal/formal hearings, grievance procedures, etc.).

E. Privacy

It is also the HACSM's policy to guard the privacy of individual applicants and residents in accordance with the Privacy Act of 1974, and to ensure the protection of those individuals' records maintained by the HACSM. The HACSM shall not allow the disclosure of any personal information (including, but not limited to information on disability, drug or alcohol abuse/treatment or criminal background) contained in any of their records to any person or agency without express written consent of the affected individual, or as required by law or regulation. However, this privacy policy in no way limits the HACSM's right or ability to collect such information as needed to determine applicant/resident eligibility, compute rent, or determine the applicant's suitability for tenancy or the resident's suitability for continued occupancy.

SECTION 2. OUTREACH PROGRAM

A. Overview

- 1) The purpose of the HACSM's outreach program is to inform eligible families of the availability of the public housing program and to attract a sufficient number and variety of applicants to fill all vacancies as they arise.
- 2) The HACSM will conduct affirmative marketing when needed to specified types and groups of families to insure that all eligible participants have an equal opportunity to utilize the program.
- 3) It will also conduct other outreach efforts from time to time if it finds that certain categories of families are not making applications in sufficient numbers to keep dwelling units occupied.

B. Public Notice to Families

Each time the HACSM receives or acquires an allocation of new units or its waiting list has been depleted, it will make known to the public, through publication in a newspaper of general circulation, minority media, and other suitable means, the availability and nature of its housing assistance for low-income families, unless it has earlier suspended application-taking and the size of the new allocation of dwelling units does not warrant resumption of such procedures. The public notice will:

- advise families where they may apply for the program;
- give a brief description of the program;
- state that applicants must submit a written application if they wish to apply;
- itemize the income limits, including the low-income limits up to eighty percent (80%) of the local area median income (AMI).

C. Special Outreach

As needed, the HACSM will take affirmative action in marketing the program, to insure that opportunities for program participation are adequately publicized to the following:

- 1) Families identified by the HACSM as being among those least likely to apply. These families may include the frail elderly, homeless and disabled because of their inability to travel to the HACSM's application office.
- 2) Families identified in the jurisdiction's Consolidated Plan as being expected to reside in the HACSM's jurisdiction because of present or planned employment.

D. Equal Opportunity

All outreach efforts must be accomplished in accordance with the nondiscrimination

requirements of Federal and state laws, and HUD guidelines for fair housing, which require the use of the equal opportunity logotype, statement, and slogan.

E. Planning for Outreach

Within the constraints of its financial resources and the number of applicants needed, the HACSM may utilize some or all of the following methods to attract eligible families:

- identify local resources for performing outreach functions, such as the HACSM staff, community groups and agencies, elements of city and county governments.
- make oral presentations before organizations, groups and agencies that serve low-income families, elderly, disabled, homeless, and victims of domestic violence

F. The Outreach "Message"

- 1) The outreach message will inform families of where, when, and how families may apply for the program, and will also include information about the HACSM's application procedures.
- 2) The HACSM will also stress characteristics of the housing program which appeal to low-income families, such as the fact that the rent is based on income and includes the cost of utilities (except telephone, gas, electricity, and cable); that families, as well as elderly or disabled residents may own a pet. Service animals for the disabled are allowed in any unit and are exempt from the HACSM's pet ownership rules on size, type and weight; and dwelling units may be more attractive in appearance than the single-family homes or rental units where applicants live.

G. Outreach Techniques

Family characteristics, ethnic backgrounds, income levels, age, health, and employment opportunities are all among the various factors which influence family decisions on whether to apply for public housing. As needed, special efforts will be made to attract the following types of families when the number of residents in these categories is low in relation to all of the resident population.

- 1) Non-elderly, "working poor" families receiving no welfare or other public assistance income, and whose members are only marginally employed.
 - a) such families are usually less knowledgeable about government assistance programs, and although eligible, may be reluctant to apply, since they perceive such assistance as "charity" or "welfare."
 - b) to attract working poor families, the HACSM will emphasize the confidentiality of the application and income/assets information; the objective of providing decent, safe, sanitary housing in good repair, and that having affordable housing may help a family get back on its feet and improve its financial prospects.
- 2) Elderly families whose heads, spouses, or sole members are sixty-two (62) years of age or older.

- a) some senior citizens, like the working poor families, may be reluctant to apply for public housing because of pride in home ownership, past record of having "made it on their own" before, and associating the program with "charity" or "welfare." Limited mobility, a desire to retain their possessions and remain in familiar surroundings, and incorrect information about having to sacrifice assets may all influence an elderly person's decision on whether to apply for public housing.
 - b) to attract elderly families, the HACSM will use some of the same techniques it uses for working poor families, including the following:
 - i) contacting the elderly person or family personally;
 - ii) providing information to groups and organizations representing the elderly;
 - iii) taking applications at the elderly person's home if transportation is unavailable or mobility is a problem; and,
 - iv) enlisting the support and assistance of groups, organizations and agencies representing the elderly.
- 3) Homeless Families
The HACSM will contact welfare agencies, churches, food centers, temporary shelters, and other groups or locations serving homeless families.
- 4) Physically and mentally disabled individuals and families, including persons who may be unable to complete an application without assistance.
- a) the definition of elderly families includes a family whose head or spouse (or sole member) is an elderly or disabled person. The elderly family may include two (2) or more elderly or disabled persons living together, or one or more of these persons living with one or more live-in aides.
 - b) in hardship cases, the HACSM may take applications at the home of applicants, or by mail, if requested to do so by applicants or their guardians.
 - c) it may encourage interested service agencies to assist such persons in the application process, and may contact organizations that provide services to the disabled, to explain the public housing program and distribute information and guidance on the program.
 - d) dwelling units of any size, may be used to accommodate elderly or disabled persons living alone, in pairs, or in small groups, in accordance with the housing Occupancy Standards.
- 5) Families expected to reside in the locality because of planned employment. If additional families are needed to fill vacant units, the HACSM will:
- a) determine the approximate number of new families expected to reside in the HACSM's jurisdiction;
 - b) distribute pamphlets, brochures, posters and other types of information to places where the new families will be employed, union offices, public transportation areas (if any), and in commercial establishments in surrounding areas;
 - c) contact utility offices and city and county offices about the possibility of including HACSM brochures in monthly statements mailed to families.

- 6) Involuntarily displaced families, such as those affected by new streets, roads or highways which make their current dwellings uninhabitable, or families whose rental apartments have been converted into other types of housing, such as condominiums. Possible actions that can be taken include the following:
 - a) monitor local news media reports of code enforcement, community re-development, rehabilitation, and new housing developments;
 - b) participate in the meetings of local governing bodies to monitor the responses of affected families;
 - c) contact the officials, agents, or representatives responsible for the new situations and offer assistance in providing housing for their affected clients; and
 - d) if possible, obtain the names and addresses of affected families and mail letters to them on housing programs.

- 7) Special efforts will also be directed towards minorities, agricultural workers, and people who already receive some other form of government assistance.

H. Monitoring and Evaluating Outreach Efforts

The HACSM will establish and maintain internal documentation and monitoring procedures which will enable it to analyze the effectiveness of its outreach program.

For example, it may design an appropriate form and, as part of its application process, ask each applicant how they heard about the public housing program, especially families among the groups identified as those least likely to apply. Such procedures will help the HACSM determine the cost effectiveness of each method of outreach, as well as show where the outreach program needs to be improved, discontinued, or emphasized.

SECTION 3. APPLICATION FOR ADMISSION

The HACSM may use a random selection process or time and date method for selection of applicants to be placed on the waiting list. The selection method and the procedures on how to apply will be included in the public notice when the waiting list is opened. Waiting list will be opened at such time when fewer applicants than the number of units that will be available for a period of twelve months.

- A. Duplicate applications, in part or in whole, will not be accepted.
- B. The application must be completed by the applicant. Other authorized party may complete the application as an accommodation for people with disabilities, but the application must be signed by the applicant.
- C. Since placement on the waiting list does not require an interview and the information contained on the initial application does not require verification, ineligible families may inadvertently be placed on the waiting list. However, final eligibility will be determined only when the full application process is completed and all information is verified. Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.
- D. The HACSM will inform the applicant of any local preferences, and will give all applicants an opportunity to show they qualify for a preference.
The HACSM will give preference to:
 - families who live in San Mateo County at the time of initial application or lottery entry form;
 - families of federally declared disaster areas who were public housing residents or Section 8 participants at the time of the disaster;
 - families who are displaced by development of affordable housing in unincorporated county areas along the transportation corridor.
- E. In addition to obtaining information from the applicant while completing the full application, the HACSM will respond to questions from the applicant, and will provide whatever HACSM-related information the applicant may desire, including information about the public housing program, the dwelling lease, and the number of bedrooms in units at various developments or sites.
- F. The HACSM will inform the applicant of any other housing assistance programs the HACSM administers and whether if these programs accept new applications.
- G. When the waiting list is organized by random selection process (lottery), the HACSM will determine the total number of applicants it needs to select in order to maintain a five-year waiting list. Applicants will be separated by preferences and will be randomly selected and

placed on the waiting list according to their preference. An impartial party will oversee the drawing process.

- H. When the waiting list is organized by time and date, placement on the wait list will be determined by time and date of receipt of initial application form by the HACSM.

SECTION 4. RECORD OF APPLICATIONS AND WAITING LIST

The following are procedures for documenting actions taken by HACSM employees in processing applications for dwelling units.

Based on the order of selection, each applicant's name will be placed on the HACSM's Community-Wide Waiting List. To the extent possible due to the demographics of applicants, the HACSM will assure that at least forty percent (40%) of annual new admissions are families with incomes at or below thirty percent (30%) of local area median income (extremely low-income families). When available, annual family income will be recorded on the waiting list.

The HACSM will indicate on the Waiting List the applicant's name, address, phone number, placement number, income, family size, race/ethnicity; and preferences. Once the applicant is determined eligible, the record shall include the date and time the applicant was offered a unit, the unit number and location, the date the applicant was assigned a unit, or the date the applicant rejected the assignment, and any circumstances pertaining to assignment of a unit, such as removing the applicant's name because the applicant requested this, when the HACSM makes a phone inquiry and/or sends a letter, and discloses that the applicant is no longer interested, or the applicant no longer qualifies.

Consistent with the objectives of Title VI of the Civil Rights Act of 1964, other statutory requirements and HUD regulations and policies, the HACSM will make offers from the Waiting List only based on the order of selection and local preferences.

A. *Organization of the Waiting Lists*

- 1) The Waiting List may be kept in an electronic format.
- 2) The Record of Applications (Waiting List) will be organized in a manner in which the HACSM can easily identify the order of the placement, the applicant's preferences for admission (based on the local preferences), the size and type of unit needed, and other decision-making factors.
- 3) The HACSM will not solicit a statement from any applicant regarding his or her desire to live in a particular development or group of developments, except that effective October 1, 1999, the HACSM may allow applicants to designate the development(s) in which they wish to reside, or, may establish separate waiting lists by development site(s).
- 4) All waiting lists will be community-wide in scope, unless the HACSM adopts a specific policy allowing designation and/or site-based waiting lists. Such a policy will be duly adopted by the Board of Commissioners and incorporated into this document by reference following a period of thirty (30) days posting.
- 5) The HACSM may have one waiting list for developments for the elderly and another for general occupancy developments, provided it permits an elderly family to be listed on either or both lists, if unit size and type are appropriate.

- 6) In order to achieve the HACSM's goal of income targeting and income mixing, waiting list skipping and other incentives, assignment of units based on one person per bedroom, etc. may be adopted by the HACSM. A separate policy may be adopted by the Board of Commissioners. At such time, that policy will be incorporated into this document by reference.

B. Updating the Waiting Lists

- 1) The HACSM may update its waiting list at least every twelve (12) months in order to remove the names of applicants who are no longer interested in being admitted, no longer qualify for admission or who cannot be located.
- 2) The HACSM will document the reason for removing any applicant's name from the waiting list(s).
- 3) The HACSM requires applicants to report, in writing, any changes in family composition or circumstances, address, phone number, and any significant changes in income or assets, which would affect the family's eligibility, the type of development, the size and type of unit needed, or the family's preference category for admission. A verified change in preference status may result in the applicant being moved up or down on the waiting list.
- 4) The HACSM also requires applicants to report every twelve (12) months, whether they are still interested in being admitted to public housing. If there is no response to the HACSM's efforts to contact the applicant they will be removed from the waiting list and their application withdrawn.
- 5) The HACSM will not remove an applicant's name from the waiting list(s) unless:
 - a) the applicant requests that their name be removed; or
 - b) the applicant has been clearly advised of a requirement to tell the HACSM of the applicant's continued interest by a particular time, and failed to do so; or
 - c) the HACSM has made reasonable efforts to contact the applicant to determine if there is continued interest, but the HACSM has been unsuccessful in locating the applicant; or
 - d) the HACSM has notified the applicant of its intention to remove the applicant's name from the waiting list(s), because the applicant no longer qualifies for Public Housing.
 - e) the applicant fails to satisfy Tenant Selection Criteria as outlined in this policy.

C. Closing the Waiting Lists

The HACSM may close the Waiting List, either in whole or by type of development, size and type of dwelling unit, if the HACSM has enough applicants to fill expected vacancies over a period of one (1) year, and new applicants with preferences would not qualify before other applicants with preferences already on the waiting list. Prior to closing a waiting list, the HACSM will assure that it has sufficient applicants to fill expected vacancies for a minimum of one (1) year.

The HACSM will not close a waiting list if closing the list would have a discriminatory effect that would be inconsistent with applicable civil rights laws; and unless it publicly announces any decision to suspend or to restrict the taking of applications. It will not reopen the list until it publicly announces when it will resume the taking of applications.

D. Applicant Files

Applicant files may be kept in an electronic format.

The HACSM will establish and maintain a file containing information on each applicant. Such files will be retained for at least three (3) years after the audited PHAS submission for that year.

Material secured under a criminal background check or drug treatment center check will **not** be retained in the applicant file but will be segregated in a secure location under lock and key. Following a decision on acceptability of an applicant, the criminal background check and drug treatment program information will be removed and destroyed (shredded). This procedure is subject to delay only if the applicant requests an informal review with respect to denial of their application based on information received from either source.

Applications and material submitted by the family will be retained for a minimum of five (5) years if there is an INS appeal and/or an informal hearing with the HACSM concerning the citizen/non-citizen documentation. The files will contain the following:

- 1) The original application for financial housing assistance;
- 2) The form completed by the family for income reexamination (HUD-50058);
- 3) Photocopies of any original documents (front and back), including original INS documents. Under no circumstances will photocopies of Federal checks be made or retained in applicant/resident files.
- 4) The signed verification consent form(s);
- 5) INS verification results (both primary and, if applicable, secondary);
- 6) The request for an INS appeal;
- 7) The final INS determination;
- 8) The request for a HACSM informal hearing; and
- 9) The final HACSM informal hearing decision.

SECTION 5. ELIGIBILITY REQUIREMENTS

To be eligible for HACSM dwelling units, applicants must meet certain requirements concerning familial status, income and background. These requirements are outlined below.

A. *General Eligibility Requirements*

The HACSM will determine whether an applicant for participation in the low-rent housing program qualifies as a family; is income-eligible, has disclosed and verified Social Security numbers, is a U.S. Citizen or national or meets eligible non-citizen immigration status, and has no history of drug/alcohol abuse and/or record of violent crime.

1) Definition of a Family

The applicant must qualify as a family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. A family may include:

- two or more persons who are related by blood, marriage, or operation of law.
- two or more persons who are not related by blood, marriage, adoption, guardianship or operation of law, but are regularly living together, can verify shared income or resources over a period of at least six (6) months, and who will continue living together in HACSM housing.
- the term family also includes, but is not limited to:
 - a family with or without children;
 - a single pregnant female;
 - an elderly family;
 - a disabled family (head or spouse);
 - a displaced family;
 - the remaining member of a resident family;
 - a single person who is not elderly, displaced or a person with disabilities, or the remaining member of a resident family;
 - two or more elderly or disabled persons living together;
 - one or more elderly or disabled persons living with one or more live-in aides;
 - two or more near elderly or disabled persons living together;
 - one or more near elderly or disabled persons living with one or more live-in aides.
- The term “Disabled Person” (or “person with a disability”) no longer includes disability based solely on the basis of drug or alcohol dependence.
- The temporary absence of a child from the home due to placement in foster care for a period anticipated to be less than twelve (12) months shall not be considered in determining the family composition and family size.

2) Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide:

The live-in aide must submit information as requested and be reviewed by management for

eligibility under the Tenant Selection Criteria of this policy. If the HACSM determines an individual proposed as a live-in aide to be ineligible, the resident or applicant may propose an alternate live-in aide for screening or may appeal the HACSM's determination to a review officer.

Unit Size Consideration: The applicant or resident and the live-in aide may each be allocated a separate bedroom. However, because the availability of larger size units may be limited, the HACSM may allow the resident or applicant to choose a smaller size unit with the understanding that transfer requests will not be honored after occupancy.

A live-in aide who has been approved for occupancy by management is added to the lease by means of a live-in aide statement. This statement specifically states that a live-in aide does not have rights to occupy a HACSM unit as the Remaining Member of a Tenant Family if the primary resident vacates the unit or dies.

The primary resident is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for proposed eviction of the household.

3) Income Eligibility

a) Overall Income Eligibility for Admission

No family other than a low-income family as defined in regulations is eligible for admission to Low-Rent Public Housing units. An exception to this regulation may be made by HACSM's with 250 or fewer units if they have no eligible applicants and advertising does not result in additional eligible applicants. At least forty percent (40%) of new admissions annually must be extremely low-income families (families whose incomes fall at or below 30% of the local area median income).

b) Family Income

A family's annual income, at the time of admission, may not exceed the income limits established by HUD and published in the Federal Register applicable to the HACSM's jurisdiction, for the current year. (See Appendix D).

c) The HACSM shall comply with HUD prescribed reporting requirements so that HUD may maintain reasonably current data. Records of admissions of low-income families must be maintained by the HACSM to ensure that admission requirements and targets are met.

4) Background

The following background factors will limit admission of families who have as a household member any of the following:

- a) persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing are **permanently** denied admission to public housing. The HACSM will not waive this criteria;
- b) any person determined to be using an illegal substance will be denied admission;

- c) persons believed to be abusing alcohol in a way that will interfere with the safety or right to peaceful enjoyment of other residents will be denied admission;
- d) any household with a family member subject to a lifetime registration under a state sex offender registration act will be denied admission. The HACSM will not waive this criteria;
- e) any person determined to be 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. The HACSM will not waive this criteria;
- f) Any person violating a condition of probation or parole imposed under Federal or State law. The HACSM will not waive these criteria.

The HACSM may waive the denial of admission if the abuser can demonstrate successful completion of a rehabilitation program acceptable to the HACSM, except that no exception will be made for persons convicted of methamphetamine production or manufacture, those subject to the sex offender lifetime registration requirement, those fleeing to avoid prosecution or in violation of parole or probation conditions.

5. Social Security Numbers

Social Security verification requirements are outlined in 24 CFR Part 5.210-5.238 - Disclosure of Social Security and Employer Identification Numbers.

All family members age six (6) and over must disclose all Social Security numbers assigned to them by the Social Security Administration. This includes any numbers assigned to applicant/participant family members under any other names. Verification of these numbers must be provided. As minor family members reach the age of six (6), the family must provide assigned numbers within sixty (60) days. Extensions may be granted, provided the family can provide evidence that the number has been applied for in a timely manner.

New family members over the age of six (6) added after admission are required to disclose Social Security numbers at the time of initial screening or annual reexamination, whichever comes first.

Elderly family members are required to provide their Social Security numbers and may be granted a sixty (60) day extension if needed for them to provide verification of their numbers.

Should a family member not have a Social Security number, they must certify that they do not, in fact, have a number.

The HACSM will require the applicant to bring the original Social Security Cards as verification. The HACSM will accept copies only when it is necessary to verify by mail the continuing eligibility of participant families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his/her Social Security Number (SSN) may be used for verification. The HACSM may require the family member(s) to provide one or more of the following alternative documents to verify the SSN, until a valid Social Security card can be provided:

These documents include but are not limited to:

- Driver's license that displays the SSN;
- Identification card issued by a Federal, State or local agency;
- Identification card issued by an employer or trade union;
- Identification card issued by a medical insurance company;
- Earnings statements or payroll stubs;
- Bank statements;
- IRS Form 1099 or W-2 Form;
- Benefit award letters from government agencies;
- Medicaid Cards;
- Unemployment benefit letter;
- Life insurance policies;
- Court records such as real estate, tax notices, marriage and divorce, judgement or bankruptcy records;
- Verification of Social Security benefits with the Social Security Administration (SSA).

If the HACSM verified Social Security benefits with the SSA, the acceptance of the SSN by the SSA will be considered documentation of validity.

Failure to disclose all Social Security numbers as required or certify that a family member does not have a number, is cause for denial of admission or termination of assistance, subject to the family's right to an informal review.

6. The Department of Housing and Urban Development has initiated an income verification program which is designed to match family reported income against other sources, such as IRS, Social Security, etc. By law, information obtained through this matching program may not be conveyed by HUD to the HACSM. However, should a family living in publicly assisted housing be contacted by HUD with respect to discrepancies in reported income, the family must disclose this information to the HACSM within thirty (30) days of receipt. Failure to do so may result in the termination of the family's assistance. Therefore, in accordance with new provisions in the Quality Housing and Work Responsibility Act of 1998, residents are required to disclose the letter and any other information they receive from HUD regarding their income (under HUD's income verification initiative) to the HACSM. The HACSM must verify the accuracy of the income data, change rent amounts, or terminate assistance, as appropriate, when the residents disclose income information received under the initiative. While this procedure is new and may not affect every family or every HACSM jurisdiction immediately, residents must be made aware that failure to report the receipt of such notification from HUD may

adversely affect their eligibility for or continued occupancy of public housing.

HUD cannot by law divulge Federal tax return data from the Internal Revenue Service (IRS) except to the residents themselves; however, HUD will provide the HACSM with a list of the residents to whom it has sent income discrepancy letters.

With respect to families no longer in occupancy, the HACSM will pursue abuses regarding a resident's receipt of excess rental assistance by reporting the deficiency of payments to credit bureaus, if practical, and recovery of such amounts as HACSM resources permit.

7. The applicant family must not maintain another residence in addition to the HACSM unit.

B. U.S. Citizen or Eligible Non-citizen Immigration Status

All applicants for public housing who are admitted after June 19, 1995, must meet the following requirements:

- 1) For a U.S. Citizen: sign a declaration of U.S. Citizenship, and verification of the declaration presenting a United States passport, resident alien card, registration card, or other appropriate documentation;
- 2) For non-citizens who are sixty-two (62) years of age or older or who will be sixty-two (62) years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:
 - a) a signed declaration of eligible immigration status; and
 - b) proof of age document.

The HACSM will require verification of this certification for all declarations submitted after November 26, 1996.

- 3) If a non-citizen:
 - a) a signed declaration of eligible non-citizen immigration status;
 - b) provide original documents which verify status; and
 - c) sign a verification consent form.

Declaration of U.S. Citizenship or eligible immigration status must be signed by every adult family member. For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

- 4) All declarations submitted after November 26, 1996 will be verified.

C. Denial Based on Citizenship or Immigration Status

Housing Assistance to an applicant family may not be delayed or denied based on delays by the HACSM, HUD, or INS. However, effective November 26, 1996, the HACSM will delay or deny assistance to a family until at least one family member has been determined eligible for assistance.

- 1) Delay to an applicant is permissible after the conclusion of the INS appeal process but assistance is not denied until the conclusion of the HACSM informal review process if the informal review is requested by the family.
- 2) Other events causing denial of assistance are:
 - a) evidence of citizenship (i.e., the declaration) and eligible immigration status is not submitted by the date specified in the written notice or by the expiration of any extension granted in accordance with the written notice of an extension period; or
 - b) evidence of citizenship and eligible immigration status is timely submitted, but INS primary and second verification does not verify eligible immigration status of a family member and:
 - c) the family does not pursue INS appeal or HACSM informal review rights as provided in this section; or
 - d) the INS appeal and informal review rights are pursued, but the final appeal or review decisions are decided against the family member.
- 3) A notice of denial or termination of assistance shall inform the family:
 - a) that financial assistance will be denied or terminated with the reasons for the denial or termination;
 - b) that they may be eligible for the proration of assistance; and
 - c) that they have the right to request an appeal to the INS of the results of the secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal in accordance with INS appeal procedures to INS; and
 - d) that the family has the right to request an informal review with the HACSM within fourteen (14) days either upon completion of the INS appeal or in lieu of the INS appeal;
 - e) the notice will also inform the family that the HACSM cannot overrule the INS decision regarding eligible immigration status.

D. Appeal to INS

- 1) Submission of the request for appeal. Upon receipt of notification by the responsible entity that INS secondary verification failed to confirm eligible immigration status, the responsible entity shall notify the individual or family of the results of the INS verification. After notification of the INS decision on appeal, or in lieu of an appeal request to the INS, the

individual or family may request that the responsible entity provide a hearing. This request must be made either within thirty (30) days of receipt of the notice described in paragraph (d) of section 5.514, or within thirty (30) days of receipt of the INS appeal decision issued in accordance with section 5.514(e). The request for appeal shall be made by the family by communicating that request in writing directly to the INS. The family must provide the responsible entity with a copy of the written request for appeal and proof of mailing. For good cause shown, the responsible entity shall grant the family an extension of the time within which to request an appeal.

- 2) Documentation to be submitted as part of the appeal to INS. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the INS document verification request form G-845S (used to process the secondary verification request) or such other form specified by the INS to record immigration status verification results. The HACSM will provide the family a copy of the G-845S which documents the ineligible status of a family member.
- 3) Decision by INS
 - a) When the decision will be issued. The INS will issue to the family, with a copy to the responsible entity, a decision within thirty (30) days of the receipt of documentation concerning the family's appeal of the verification of immigration status. If, for any reason, the INS is unable to issue a decision within the thirty (30)-day time period, the INS will inform the family and the responsible entity of the reasons for the delay.
 - b) Notification of the INS decision and of informal hearing procedures. When the HACSM receives a copy of the INS decision, the HACSM shall notify the family of its right to request an informal hearing on the HACSM's ineligibility determination in accordance with the informal hearing procedures previously noted, if the family has not been admitted. If the family has been admitted, pending all appeals, the grievance procedure will be used for the appeals process.
- 4) There will be no delay, denial or termination of assistance until completion of INS appeal process and HACSM appeal of a family member's ineligible status is completed.

E. Family Election

Individuals who contend not to have eligible immigration status must identify themselves to the HACSM that they elect not to provide documentation of eligible immigration status or sign a declaration of eligible non-citizen immigration status. However, family members must identify in writing to the HACSM, the family member(s) who will elect not to contend having eligible status. Family members who elect not to provide documentation concerning eligible non-citizen immigration status shall be required to comply with other requirements or assistance may be denied to the entire applicant family.

If a family member has chosen not to contend to have eligible immigration status, the HACSM

may admit the family under Prorated Assistance. See the section noted Prorated Assistance to determine how the family's rent will be calculated.

SECTION 6. SELECTION POLICIES AND PREFERENCE SYSTEM

In selecting applicants for dwelling units, personnel will be guided by the following procedures and requirements established for local preferences. It is also the HACSM's policy that having a preference does not guarantee any applicant admission to any housing program. Should the HACSM adopt additional preferences, a policy will be adopted by the Board of Commissioners and will be incorporated in this document by reference. These policies, procedures and requirements are presented below.

- A. These selection and preference policies and procedures are designed to provide preference to families who live in the county. Additionally, these policies and procedures may:
- 1) Provide preference to families having certain characteristics;
 - 2) Be based on local housing needs and priorities as determined by the HACSM using generally accepted data sources, including its waiting list, public comment on the HACSM's Annual Plan, and requirements of the Consolidated Plan;
 - 3) Provide consideration of additional preferences such as elderly, person with disabilities, victims of domestic violence, etc.
 - 4) Match characteristics of an applicant family with the type of unit available, for example, number of bedrooms;
 - 5) Select a family with household members who are disabled and give preference by assigning an available accessible unit needed by those family members;
 - 6) Provide preference to elderly and/or disabled families for units in a public housing mixed population developments;
 - 7) Not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., unwed mothers or families with children born out of wedlock); nor apply any criteria or consider any information pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied or information considered in administering this policy shall relate solely to the attributes/behavior of the individual members of the family being considered for assistance;
 - 8) Assure that selection by the HACSM among otherwise eligible applicants is objective and reasonable;
 - 9) Provide that a family that is on the Section 8 waiting list will not lose its place on that waiting list by applying for admission to the public housing developments;
 - 10) Be consistent with HACSM's responsibilities as a public body; and

- 11) Be in compliance with state, local and Federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, the provisions of the Annual Contributions Contract between HUD and the HACSM, and 24 CFR Part 5.210-5.238, "Disclosure and Verification of Social Security Numbers and Employer Identification Numbers by Applicants and Participants in Certain Housing Assistance Programs."

B. Such preference policies and procedures will:

- 1) Be duly adopted;
- 2) Be made known to the applicants on the waiting list through written notification and applicants will be given an opportunity to show that they qualify for such preference(s). If it is not feasible to notify all applicants because of the length of the waiting list, the HACSM may provide this notification to fewer than all applicants at any given time;
- 3) Be publicized by posting copies in each office where applications are received, and by furnishing copies to applicants or residents upon request;
- 4) Be specific and describe in detail the criteria, standards and preferences to be applied; and
- 5) Provide for verification and documentation of information relevant to the acceptance or rejection of an applicant.

C. Requirements or preferences for those living in the jurisdiction of the HACSM at the time of application are permissible, subject to the following:

- 1) No requirement or preference may be based upon the identity or location of the housing which is occupied or proposed to be occupied by the applicant, nor upon the length of time the applicant has resided in the jurisdiction;
- 2) A residency preference may not have the "purpose or effect" of delaying or otherwise denying admission to a development or unit based on the race, color, ethnic origin, gender, religion, disability or age of any applicant family member;
- 3) "Residency preference" refers to admission of persons who reside in a specified geographic area which may not be an area smaller than a county or municipality.

D. The Local Preference

The Housing Quality and Work Responsibility Act of 1998, permanently eliminated the Federal preference requirement For the purpose of selecting HACSM residents, "preference" and "ranking and local preferences" have the meanings specified in the HACSM's Definitions

section of these policies.

The HACSM will select and house residents in accordance with the following preferences and priorities, in the order listed:

- 1) Limitations on Admission
 - a) types of developments and units available;
 - b) occupancy standards (limitation on the minimum and maximum number of household members permitted to live in dwelling units of specified sizes).
- 2) Order of Lottery selection (in each of the above circumstances) when lottery method is used. Applicants who meet all the eligibility requirements and who qualify for a preference will be assisted according to their placement number on the waiting list.
- 3) Order of receipt by date and time (in each of the above circumstances) when date and time method is used. Applicants who meet all the eligibility requirements and who qualify for a preference will be assisted according to order of receipt of the application.
- 4) The residency preference will be applied within income tiers to achieve economic diversity within the HACSM's developments.
- 5) Denial of Local Preference(s) Claim

The family will be provided an opportunity to present documentation of their claim for a local preference. Families who cannot provide the appropriate documentation to the agency will be notified in writing that they do not qualify for a local preference. The family will be informed they have ten (10) days to request a reevaluation of the agency's determination. The family may either provide the appropriate documentation or have a conference with the Occupancy Supervisor or other designated HACSM representative.

If the Occupancy Supervisor or other designated HACSM representative has been a party to the decision to deny the local preference, the conference may be held with another person designated by the Executive Director. In either case, a letter informing the applicant of the final determination as to their local preference status will be mailed ten (10) days from the conference/hearing.

SECTION 7. RESIDENT SCREENING AND VERIFICATIONS

In screening applicants, the HACSM employees will follow HACSM policies, procedures and preference criteria, and, verify all information submitted by applicants. The following outlines the actions to be taken in this process.

A. Applicant Screening

- 1) The HACSM will complete a credit check and rental history check on all applicants. The HACSM may also conduct a home visit at the current residence of the applicant.
- 2) The HACSM will consider the following factors in its final determination for families to be admitted into public housing:
 - a) an applicant's past performance in meeting financial obligations. Examples of criteria to be included are: credit rating score, number of past due and collection accounts. No more than 50% or a maximum of 3 accounts are 90 days past due or in collection,
 - b) an applicant who had been granted bankruptcy or who had a lien against properties;
 - c) an applicant's past performance in meeting rent payments;
 - d) an applicant's past rental history such as eviction records, ability to care for the rental unit and common areas, reasonable use of facilities, appliances and equipments;
 - e) a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents; and
 - f) a history of criminal activity involving drug-related activity, a pattern of alcohol abuse, crimes of physical violence to persons or property, or other criminal acts which would adversely affect the health, safety or welfare of other residents;
 - g) a conviction for manufacturing or producing methamphetamine (speed) in any Federally assisted housing. These individuals will be permanently barred from public housing occupancy;
 - h) eviction from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity. These individuals and their families are ineligible for admission to public housing for a three (3)-year period beginning on the date of such eviction;
The HACSM may waive this requirement if:
 - i) the person demonstrates successful completion of a rehabilitation program approved by the HACSM, or;
 - ii) the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.
- 3) The HACSM will conduct background checks, or will cause background checks to be conducted, that include screening for criminal and/or drug-related activity. The HACSM will use uniform screening procedures designed to ensure that every newly admitted resident can be expected to comply with the basic rules of tenancy. Screening may also be conducted on all appropriate members of the applicant's household. The HACSM will work with the courts and law enforcement agencies to gain access to criminal records. It

will also establish and implement a system of record management that ensures that records received are maintained confidentially, not misused or improperly disseminated, and the HACSM will destroy this information once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HACSM action without institution of a challenge or final disposition of any such litigation. The HACSM will develop criteria to screen for drug-related and other criminal activity and sex offender information.

The HACSM must carry out background checks necessary to determine whether a member of the household applying for admission is subject to a lifetime sex offender registration requirement under a State sex offender registration program. This check must be carried out with respect to the State in which the housing is located and in States where members of the applicant household are known to have resided.

Permitted use and disclosure of criminal records/sex offender registration records received by the HACSM may only be used for applicant screening and/or for lease enforcement and eviction. A HACSM may disclose criminal conviction records as follows:

- i) To officers or employees of the HACSM, or to authorized representatives of the HACSM who have a job-related need to have access to the information. For example, if the HACSM is seeking to evict a public housing tenant on the basis of criminal activity/sex offender status as shown in criminal conviction records, the records may be disclosed to HACSM employees performing functions related to the eviction, or to a HACSM review officer conducting an administrative grievance review concerning the proposed eviction.
- ii) If a HACSM obtains criminal records from a State or local agency showing that a household member has been convicted of a crime/sex offense relevant to applicant screening or tenant lease enforcement or eviction, the HACSM must notify the household of the proposed action based on the information obtained. The HACSM must also provide the subject of the record and the applicant or tenant a copy of such information before a denial of admission, eviction or lease enforcement action on the basis of such information.
- iii) Conviction for a misdemeanor and imposition of a penalty of not more than \$5,000 is the potential for:
 - Any person, including an officer, employee, or authorized representative of a HACSM who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the HACSM under false pretenses;
 - Any person, including an officer, employee, or authorized representative of a HACSM who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information;
- iv) A HACSM may be liable under civil law to any applicant for, or tenant of the HACSM who is affected by either of the following:
 - A negligent or knowing disclosure of criminal records information obtained under statutory authority about such person by an officer, employee, or authorized representative of a HACSM if the disclosure is not authorized under the statute or regulations;

- Any other negligent or knowing action which is inconsistent with the statute or regulations.
- v) An applicant for, or tenant of the HACSM may seek relief against a HACSM for inappropriate disclosure by bringing a civil action for damages and such other relief as may be appropriate. The United States district court in which the applicant or tenant resides, in which the unauthorized action occurred, or in which the officer, employee, or representative of a HACSM alleged to be responsible resides, has jurisdiction. Appropriate relief may include reasonable attorney's fees and other litigation costs.
- 4) Verification of continued drug dependency will result in denial of admission to public housing. The HACSM may verify drug-free status of applicants through drug-treatment centers as follows:
- a) The HACSM may require each applicant to submit one or more consent forms for all household members who are at least 18 years of age or older and for each head or spouse, regardless of age, that:
 - i) Requests a drug abuse treatment facility to inform the HACSM only whether the facility has reasonable cause to believe that the household member is currently engaging in illegal drug use;
 - ii) Complies with the form of written consent required by 42 CFR 2.31; and
 - iii) Authorizes the HACSM to receive the information and to utilize that information in determinations for admission to the HACSM's public housing program.
 - b) The consent form must expire automatically after the HACSM has made a final decision to approve or deny admission of the individual.
 - c) The HACSM may request a drug abuse treatment facility to inform the HACSM whether the facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.
 - d) The HACSM's request must include a copy of the consent form signed by the proposed household member.
 - e) The drug treatment facility is not liable for damages based on the information required to be disclosed provided the disclosure is consistent with section 543 of the Public Service Act.
 - f) The HACSM is not obligated to request information from drug treatment facilities and is not liable for damages for failure to request or receive the information.
 - g) The treatment facility may charge the HACSM a reasonable fee for the information. The fee may not be passed along to the applicant or tenant.
 - h) The HACSM policy with respect to implementing screening through drug treatment centers using a signed consent form from the proposed household members is:
 - i) Request for certain household members-the HACSM must submit a request only with respect to each proposed household member:
 - ii) Whose criminal record indicates prior arrest or conviction for any criminal activity that may be the basis for denial under this policy; or
 - iii) Whose prior tenancy records indicate the proposed member:
 - Engaged in the destruction of property;
 - Engaged in violent activity against another person; or
 - Interfered with the right of peaceful enjoyment of the premises of other residents.

- i) Each HACSM that receives information from a drug abuse treatment facility must establish and implement a system of records management that ensures that the information received from the treatment facility about a person:
 - i) Is maintained confidentially in accordance with the Public Health Service Act;
 - ii) Is not misused or improperly disseminated; and
 - iii) Is destroyed:
 - Not later than 5 business days after the HACSM makes a final decision to admit the individual to the public housing program; or
 - If the HACSM denies the admission of a person as a household member, in a timely manner after the date on which the statute of limitations for the commencement of a civil action based on that denial has expired without the filing of the civil action or until final disposition of such litigation.
- 5) All residents including elderly or disabled individuals or family members must be able to physically, emotionally, or otherwise care for their health and well-being, or arrange for reasonable accommodation to do same.
- 6) The HACSM's minimum age for admission as head of household is 18, so that the HACSM will avoid entering into leases that would not be valid or enforceable under applicable law. The HACSM shall make an exception for emancipated minors upon completion of verifying their legal status as such.
- 7) Applicants who conform to the occupancy standards on family size, family composition and extenuating circumstances discussed in the Section 10 titled "Occupancy Standards".

B. Consideration of Favorable Factors

In the event of the receipt of unfavorable information with respect to an applicant, the HACSM will give consideration to the time, nature, and extent of the applicant's conduct, and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects, including:

- 1) Evidence of successful completion of appropriate rehabilitation program, for drug or alcohol-related problems (requiring certification from a health professional, or State certified program). The applicant or tenant may be required to provide evidence of otherwise being rehabilitated successfully (i.e., participation in AA, ALANON, or other drug/alcohol support group);
- 2) The seriousness of the offending action;
- 3) The effect on the community of denial or the failure of the HACSM to take such action;
- 4) The extent of participation by the leaseholder in the offending action;
- 5) The effect of denial of admission on household members not involved in the offending action;

- 6) The demand for assisted housing by families who will adhere to lease responsibilities
- 7) The extent to which the applicant has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- 8) The effect of the HACSM's action on the integrity of the program;
- 9) The willingness of the applicant to exclude the offending household member in order to be admitted to the housing program, where the identified member has participated in or been culpable for action or failure to act that warrants denial;
- 10) evidence of the applicant family's participation in or willingness to participate in social services or other appropriate counseling programs, and the availability of such programs; and
- 11) evidence of the applicant family's willingness to attempt to increase family income, and the availability of training or employment programs in the locality.

C. Verification

- 1) As a condition of admission to, or continued occupancy of, any assisted unit, the HACSM will require the family head and such other family members eighteen (18) years of age and older to execute a HUD-approved release and consent form, authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or to release to the HACSM and to HUD such information as the HACSM or HUD determines to be necessary. This includes a consent form for release of criminal/sex offender status information signed by each adult household member. The HACSM will furnish applicants and participants a Release of Information/Privacy Act Notice [HUD-9886 (7/94)] when collecting information to verify income.

By execution of the consent form, an adult household member consents that:

- a) Any law enforcement agency/state registration entity may release criminal conviction/sex offender registration records concerning the household member to the HACSM.
- b) The HACSM may receive the records from the law enforcement agency and may use the records in accordance with Federal statute and HUD regulations

When the law enforcement agency/state registration entity receives the HACSM's request, the agency must promptly release to the HACSM a certified copy of any records concerning the household member they have in their possession or under their control. NCIC records must be provided in accordance with NCIC procedures. Any fee charged by the agency for this service may not be passed on to the applicant.

- 2) The HACSM will use up-front or third-party verification of all information whenever possible. Two (2) documented attempts to obtain Third-Party Verification should be made before another form of verification is used. The HACSM will send verification forms in the mail along with a request that the form be returned by fax or mail. If up-front or third-party

documentation is not available, the reason must be documented in the file.

Information will be verified through the four tiers of verification listed below:

Third-Party Written: The required form of verification is a written third-party verification to substantiate representations made by an applicant or resident.

Third-Party Oral: Telephone verifications may be used to substantiate representations made by an applicant or resident when two documented attempts to obtain third-party written verifications have been made without success.

Review of Documents: The HACSM may review documents, when relevant, to substantiate the representations of an applicant or resident when unable to obtain third-party verification.

Certification/Self-Declaration: The HACSM will accept a certification/self-declaration when no other form of verification is available. A certification/ self-declaration, as used throughout this Policy, means a sworn affidavit witnessed under penalty of perjury.

- 3) The HACSM will also require the family to submit directly, documentation determined to be required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's adjusted income or Tenant Rent, for verifying related information, or for monitoring compliance with equal opportunity requirements.
- 4) The use or disclosure of information obtained from a family or from another source pursuant to this release and consent will be limited to purposes directly connected with the administration of public housing or applying for assistance.
- 5) HACSM's Verification Procedures
 - a)The HACSM has developed adequate procedures to obtain and verify information with respect to each applicant. Information relative to the acceptance or rejection of an applicant is documented and placed in the applicant's file.
 - b) Sources of information may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances.
 - c)Payment of funds owed to the HACSM and/or other housing authorities is a part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. The HACSM will consider any past balances owed by the applicant to the HACSM and/or other housing authorities for any program that the HACSMs operate. The HACSM will expect these balances to be paid-in-full or require that the applicant have a repayment agreement in place and current with the originating agency before initiating the full screening process. The HACSM will not admit families who owe back balances unless they have been paid-in-full before occupancy or written arrangements for payment have been made.
 - d) The HACSM may establish resident advisory boards for consultation in connection with the resident selection process.
 - e)The HACSM may complete a credit check, criminal background check and conduct a home visit on all applicants.

- 6) Any request from the HACSM to the applicant or to a third-party for the purpose of verifying documentation will state in definite and clear terms the character, source, and content of the documentation sought.
- 7) The use or disclosure of information obtained from a family or from another source pursuant to this release and consent will be limited to purposes directly connected with administration of these HACSM policies and procedures, or with applying for assistance.
- 8) All requested documentation must be provided and verified before an applicant will be selected for tenancy, or a resident approved for continued occupancy. Documentation that may be required for these purposes may include, but not be limited to:
 - Birth certificate, or form(s) that are issued by a federal, state, city or county agency that displays the date of birth;
 - Current photo identification card issued by a federal, state, city or county agency;
 - Verification of Social Security number;
 - Credit references/history;
 - Credit Bureau reports;
 - Landlord references/verifications;
 - Employer verifications;
 - Temporary Assistance to Needy Families (TANF);
 - Social Security/VA benefit verification;
 - Retirement/pension verifications;
 - Unemployment benefit verification;
 - Asset verification;
 - Student verification;
 - Verification of child care expense;
 - Verification of medical expense

Marriage Certificate: If a marriage certificate is not available, the following information is acceptable:

- Driver's licenses that display the same address and last name;
- Federal Tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period;
- Other acceptable forms documenting marriage would include any document issued by a Federal, State, City or County Government that indicates that the individuals are living as a married couple;
- Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple;
- The couple certifies in their application for housing that they are married.

Separation: The ending of co-habitation by mutual agreement.

If an applicant is divorced or separated and has children by that spouse, the applicant must provide at least one of the verifications listed below:

- A FINAL divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals who are divorced);
- Documents showing receipt of court-ordered child support from former spouse/partner;
- Evidence that the applicant is pursuing child support through the appropriate State or local agency;
- Evidence of receipt of child support paid directly to the recipient;
- Receiving TANF (Temporary Assistance to Needy Families) through the local social services agency for the former spouse's children;
- A notarized statement from the current landlord (not a family member) verifying that he/she knows that the applicant and spouse have not lived together for the last six (6) months or more;
- Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses;
- A written statement from a lawyer that states the applicant has filed suit for divorce because of physical abuse;
- A written statement from an abuse shelter, law enforcement agency or other social service agency that states the applicant needs housing due to physical abuse;
- Food stamp verification if no other documentation is available.

If the applicant is divorced or separated from a person who has no children by that person, the applicant must provide at least one of the verifications listed below:

- A FINAL divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals who are divorced);
- A notarized statement from the current landlord (not a family member) verifying that he/she knows that the applicant and spouse have not lived together for the last six (6) months or more;
- Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses;
- A written statement from a lawyer that states the applicant has filed suit for divorce because of physical abuse;
- A written statement from an abuse shelter, law enforcement agency or other social service agency that states the applicant needs housing due to physical abuse;
- Food stamp verification if no other documentation is available.

D. Citizen and Non-Citizen Verifications:

- 1) Citizens, including nationals, will sign a declaration, which will be subject to verification by the HACSM.
- 2) Non-citizens who have eligible immigration status will present documentation in one of the following categories. Live-in attendants are not subject to the provisions of the Non-Citizen Rule.
 - a) A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA); as an

- immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 21101(a)(15), respectively). This category includes a non-citizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;
- b) A non-citizen who entered the U.S. before January 1, 1972, or such later INS date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General Under Section 249 of the INA (8 U.S.C. 1259);
 - c) A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C.(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
 - d) A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
 - e) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) threat to life or freedom); or
 - f) A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).
 - g) A non-citizen lawfully admitted for temporary residence as a student, is not eligible for assistance under the act. For purposes of this part, a non-citizen student is defined as a non-citizen who:
 - i. has a residence in a foreign country that the person has no intention of abandoning;
 - ii. is a bona fide student qualified to pursue a full course of study; and
 - iii. is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such a person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study will have agreed to report to the Attorney General the termination of attendance of each non-immigrant student (and if such institution of learning or place of study fails to make such reports promptly the approval shall be withdrawn).
- 3) Family of non-citizen student. The prohibition on providing assistance to a non-citizen student as described above also extends to the non-citizen spouse of the non-citizen student and minor children who are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not apply to the citizen spouse of the non-citizen student and the children of the citizen spouse and non-citizen student.
- 4) No family will be admitted to housing until at least one family member has been determined to be eligible.

If the HACSM determines that an applicant has falsified or misrepresented family income, composition, circumstances, conduct or behavior, the HACSM will, on the basis of such falsification or misrepresentation, find the applicant ineligible for admission to a HACSM dwelling unit. In justifiable cases, the HACSM may take such other action as deemed advisable.

E. Screening applicants who claim mitigating circumstances:

- 1) If unfavorable information about an applicant is received, the applicant will be provided an opportunity to present mitigating circumstances. The HACSM will consider the time, nature and extent of the applicant's conduct. These mitigating circumstances must be verifiable.
- 2) Mitigating circumstances are facts relating to the applicant's unsuitable rental history or behavior which, when verified, would indicate both: (a) the reason for the unsuitable behavior and (b) that the reason for the unsuitable rental history or behavior is no longer in effect or is under control **and** the applicant's prospect for lease compliance is an acceptable one, justifying admission. Such mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- 3) If the mitigating circumstances relate to a change in disability, medical condition or course of treatment, the HACSM shall have the right to verify the information or to request further information which is reasonably needed to verify the mitigating circumstances, even if such information is of a medically confidential nature.
- 4) Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission.

SECTION 8. NOTIFICATION OF ELIGIBILITY

After completing the screening process, the HACSM will, in writing, promptly notify applicants, ineligible and eligible, of the results of the screening. This will be done as follows.

A. *Ineligible Applicants*

The HACSM will promptly notify, in writing, any applicant determined to be ineligible for admission to a development of the basis for such determination within ten (10) working days, and will provide the applicant, upon request, an opportunity for an informal review on such determination. All informal review requests must be in writing.

- 1) The informal review provisions for the denial of a local preference will be as follows:
 - a) If the HACSM determines that an applicant does not meet the criteria for receiving a preference, the HACSM must provide the applicant with written notice of the determination within ten (10) days.
 - b) The notice must contain a brief statement of the reasons for the determination, and will state that the applicant has the right to meet with the HACSM's designated person to review it.
 - c) If the meeting is requested, it must be conducted by a person or persons designated by the HACSM. Those designated may be an officer or an employee of the HACSM, including the person who made or reviewed the determination, or his or her subordinate.
 - d) The procedures must be carried out in accordance with HUD's requirements.
 - e) The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

- 2) Informal review for denial of admission due to ineligibility, other than non-citizen eligibility:
 - a) If the HACSM determines that an applicant does not meet the criteria for admissions, the HACSM must promptly provide the applicant with written notice of the determination.
 - b) The notice must contain a brief statement of the reasons for the determination, and will state that the applicant has the right to meet with the HACSM's designated person to review it.
 - c) If the meeting is requested, it must be conducted by a person or persons designated by the HACSM. Those designated may be an officer or an employee of the HACSM, including the person who made or reviewed the determination, or his or her subordinate.
 - d) The procedures must be carried out in accordance with HUD's requirements.

- e) The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, national origin, age, familial status, or disability.
- 3) Informal review procedures for applicants denied assistance for non-eligible immigration status.
- a) Requests for an informal review will be personally presented either orally or in writing, to the HACSM's administrative office so that the grievance may be discussed informally.
 - b) The applicant shall be provided a review before any person(s) designated by the HACSM (including an officer or employee of the HACSM), other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.
 - c) The applicant shall be provided the opportunity to examine and copy at the applicant's expense, at a reasonable time in advance of the review, any documents in the possession of the HACSM pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the review.
 - d) The applicant shall be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - e) The applicant shall be provided the opportunity to controvert evidence relied upon by and to confront and cross-examine all witnesses on whose testimony or information the HACSM relies.
 - f) The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf.
 - g) The applicant shall be entitled to arrange for an interpreter to attend the review, at the expense of the applicant or the HACSM, as may be agreed upon by both parties.
 - h) The applicant shall be entitled to have the review recorded by audiotape (a transcript of the review may, but is not required to be provided by the HACSM).
 - i) The HACSM shall provide the applicant with a written final decision, based solely on the facts presented at the review within fourteen (14) days of the date of the informal review.
 - j) A decision against a family member, issued in accordance with 24 CFR 5.514(d) does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.
 - k) If the family chooses not to continue to contend eligible immigration status, the family may be offered pro-rated housing assistance, if at least one family member is a U.S. citizen or has eligible immigration status (not a non-citizen student).

B. *Eligible Applicants*

When a determination has been made that an applicant is eligible and satisfies all requirements for admission, including the resident selection criteria, the applicant will be notified, in writing, of the approximate date of occupancy insofar as that date can be reasonably determined.

C. *Resident Orientation*

Eligible applicants selected for admission, will be required to participate in an orientation program to acquaint new resident families with the policies herein; the Lease Agreement; maintenance procedures; services provided by the HACSM, Grievance Procedures; resident rights, responsibilities and obligations; and the operation of heating, cooling, and plumbing equipment in the units.

SECTION 9. TYPES OF DEVELOPMENTS AND REQUIREMENTS

Housing Authorities may have several types of housing developments and dwelling units and admission requirements for these may be different. The following outlines requirements for general occupancy developments, developments for the elderly, and units designed for the disabled. See Appendix C for development units.

A. General Occupancy Developments

- 1) The HACSM will not give elderly families or non-elderly families a preference over single applicants for admission to general occupancy developments.
- 2) An elderly family that wants to, or needs to, be admitted to a general occupancy development must be considered on the same basis as any other family.
- 3) If units of appropriate sizes are available in both a general occupancy development and a development for the elderly, elderly families with children or young disabled family members may choose to be housed in the general occupancy development. For example, the general occupancy development might have other children, a playground, etc.

B. Developments for the Elderly

- 1) Preference for Elderly Families

Unless the HACSM seeks HUD approval to designate certain developments or portions of developments for the elderly and/or disabled, the HACSM may not limit occupancy of certain units to those groups. If a non-elderly, non-disabled applicant is next on the waiting list and the unit available is located in a previously designated development for elderly/disabled, the HACSM must offer that unit to the applicant, even if the family includes children, as long as the composition and size of the family meets the HACSM's occupancy standards.

Mixed population developments (elderly and non-elderly disabled) may continue to be reserved for elderly and disabled families without specific HUD approval.

- a) In determining priority for admission to developments for elderly families, the HACSM will give a preference to elderly families.
 - b) When selecting applicants for admission from among elderly families the HACSM will follow its policies and procedures for applying local preferences.
- 2) Discretionary Preference for Near Elderly Families
 - a) In no event will the HACSM admit a near elderly family to a development for

elderly families if there are eligible elderly families on the HACSM's waiting list that would be willing to accept an offer of a suitable vacant unit in an elderly development.

- b) When the HACSM determines that there are not enough elderly families to fill all of the units that are currently vacant or expected to become vacant within the next twelve (12) months, the HACSM will give near elderly families a preference for admission to developments for elderly families.
 - c) Before electing to give near elderly families such a preference, however, the HACSM will conduct outreach to attract eligible elderly families, including:
 - i those groups that historically have been the least likely to apply; and
 - ii where appropriate, elderly families residing in general occupancy developments.
 - d) If the HACSM elects to give near elderly families a preference for admission to developments for elderly families, the HACSM will follow its policies and procedures for applying the preferences when it selects applicants for admission from among near elderly families.
- 3) Discretionary Preference for Near Elderly Single Persons

If a near elderly applicant is a single person, as that term is defined in HUD regulations, the near elderly single person is given a preference for admission over other single persons to developments for the elderly.

- 4) The HACSM will not set a minimum age for the admission of persons who are disabled to developments for the elderly.
- 5) The HACSM will not exclude families with children from developments for the elderly, provided such developments have dwelling units of the appropriate sizes for such families.

C. Units Designed for the Disabled

- 1) Without incurring vacancies, the HACSM will make every reasonable effort to provide dwelling units which are specially designed for the disabled families with physically disabled members who require such units.
- 2) The HACSM may provide a dwelling unit designed for the disabled to a family which includes a mobility impaired person (such as a child or a grandparent who uses a wheelchair), even though the family head or spouse is not disabled.
- 3) When there are not enough disabled applicants to fill units especially designed for such persons, non-disabled applicants may be offered such units. However, it must be made clear to the family that when another unit becomes available which meets the family's needs, they will be required to move if the accessible unit is needed for a family with a member who has a disability. The lease agreement will be modified to

reflect this requirement.

- 4) Should there be a disabled applicant or resident needing a unit with special features, that applicant/resident will be offered the unit prior to transferring a family/individual who is over or under-housed.

D. Selection Preference for Mixed Population Developments

- 1) The HACSM is required to give preference to elderly families and disabled families equally in determining priority for admission to mixed population developments. No limit will be established on the number of elderly or disabled families who may be accepted for occupancy in such developments.
- 2) When offering units in mixed population developments, the HACSM will first offer units with accessible features to persons with disabilities who require the accessibility features of the unit.

SECTION 10. OCCUPANCY STANDARDS

The HACSM’s occupancy standards specify the minimum and maximum number of household members who will be permitted to occupy dwelling units of various sizes, depending on family compositions and extenuating circumstances, such as disabilities of household members. These standards are as follows.

- A) Subject to the guidelines listed below, the number of persons occupying dwelling units of various sizes (number of bedrooms) will be as follows:

Number of Bedrooms	Minimum No. Of Persons	Maximum No. Of Persons
1	1	3
2	2	5
3	3	7
4	4	9

- B) Head of household, spouse, or co-head will be assigned to one bedroom.
- C) Any two additional household members will be assigned to a bedroom.
- D) Living room space may be used for sleeping purposes.
- E) HACSM does not determine sleeping arrangements of family members.
- F) HACSM may offer units based on one person per bedroom as an incentive to encourage implementation of its Income Targeting and Economic Deconcentration Policy.
- G) Every family member, regardless of age, will be counted as a person. For the purpose of establishing the unit size for a family, an unborn child will be counted as a member of the family household.
- H) A live-in aide will be provided a separate bedroom, if a separate bedroom is available. A live-in aide with family members will not be provided more than one bedroom.
- I) When the HACSM determines that a family is over-housed or under-housed according to the above standards, the HACSM will require the family to transfer to a unit of appropriate size when available. Transfers of this nature will be effected prior to voluntary or family requested transfers.
- J) Foster children will be counted as family members in determining the number of bedrooms.

- K) If the HACSM is unable to fill units with families of appropriate sizes and types, it will house eligible families of the most nearly appropriate sizes on a temporary basis. Each such family will be informed, before moving in, of the dwelling lease agreement "to transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by HACSM that such a dwelling unit is available."
- L) Exceptions to the minimum standards will be made if they are necessary to provide reasonable accommodation for a person with disabilities.
- M) The maximum and minimum number of persons per unit shall be discussed with each applicant family at the initial move-in meeting or at the annual re-certification.
- N) Any transfer request from the family must be put in writing. The HACSM shall maintain a separate transfer list for each development.

SECTION 11. OFFERING THE UNITS (TENANT SELECTION AND ASSIGNMENT PLAN)

As dwelling units become available for occupancy, responsible HACSM employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the HACSM encourages occupancy of its developments by families with a broad range of incomes. At a minimum, forty percent (40%) of all new admissions on an annual basis will be families with incomes at or below thirty percent (30%) (extremely low-income) of the local area median income (See Appendix D for Income Limits). The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, disability or familial status.

No family other than a low-income family, as defined in regulations, is eligible for admission to Low-Rent Public Housing units. Twenty-five percent (25%) of units available for occupancy prior to October 1, 1981 may be occupied by low-income families who are not very low-income families. Only fifteen percent (15%) of low-income families who are not very low-income residents as defined in regulations may be admitted to developments built after October 1, 1981.

In any given year, at least forty percent (40%) of a HACSM's admissions to public housing units will be extremely low-income families. If the forty percent (40%) limit is not met, the HACSM will follow the regulations for increasing the extremely low-income admissions to the Section 8 Housing Choice Voucher Program, if the HACSM operates an HCV Program.

The offers will be made in the following manner:

To the maximum extent feasible, the deconcentration and income-mixing requirements of the QHWRA will be followed. Families with incomes ranging from 0% to 80% of median income will be selected in accordance with their preferences. Families with the highest incomes will be offered units in developments where average family incomes are lowest. Conversely, families with the lowest incomes will be offered units in developments with the highest average family incomes. The HACSM may offer incentives to families to accomplish the deconcentration and income-mixing objectives.

The HACSM may employ a system of income ranges/tiers in order to maintain a housing resident body composed of families with a range of incomes and rent paying abilities representative of the range of incomes among low-income families in the HACSM's area of operation, and may take into account the average rent the HACSM should receive to maintain financial solvency. The HACSM's selection procedures are designed so that selection of new public housing residents will bring the HACSM's actual distribution of rents closer to the projected distribution of rents.

The HACSM will select, based on date and time of application and preferences, two (2) families in the extremely lower income category and two (2) families from the lower income category (31 to 80 percent of area median income) alternately until the forty percent (40%) admission

requirement of extremely low-income families is achieved (2 plus 2 policy).

After the minimum level is reached, all selections will be made based solely on the order of lottery selection. Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their original placement on the waiting list.

The plan for selection of applicants and assignment of dwelling units is to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, familial status, national origin or disability. To the maximum extent possible, the offer will also be made to effect the HACSM's policy of economic de-concentration.

The applicant must accept the vacancy offered within five (5) working days of the date the offer is communicated (by phone, mail or other method of communication designated by the applicant) or be dropped from the qualified applicant list. Offers made over the phone will be confirmed by letter to the applicant. If unable to contact the applicant by phone, the HACSM will send a written notification to the applicant.

- A) The HACSM will offer an applicant a suitable unit. If the applicant refuses the first unit without good cause as described below, the applicant's name will be removed from the HACSM waiting list. The following are examples of good cause.
- 1) The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily (e. g., a specially designed unit that is awaiting a disabled applicant needing such a unit).
 - 2) The unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning.
 - 3) The applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to the satisfaction of the HACSM. Examples:
 - a) a physician verifies that the applicant has just undergone major surgery and needs a period of time to recuperate; or
 - b) a court verifies that the applicant is serving on a jury which has been sequestered.

If an applicant refuses a unit with good cause and with HACSM approval, the applicant shall be offered the next available unit suitable to their family size. If an applicant refuses the second offer, the applicant's name will be removed from the HACSM waiting list.

- B) When leasing a vacant dwelling unit, the HACSM will offer the unit to applicants on the waiting list in sequence, until someone accepts it, in accordance with the HACSM's local preference.
- C) If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that will serve to achieve the HACSM's goal of economic deconcentration.

SECTION 12. RENTAL FEES AND OTHER CHARGES

The following outlines the policies and procedures for calculating rental fees and other charges to be paid by HACSM residents.

A. *Tenant Rent*

The amount of rent payable by the resident to the HACSM will be the Tenant Rent, as defined in the HACSM's Definitions section of these policies and calculated in these policies. Each resident family is required to pay a minimum rent of \$50.00, the calculation of which includes any applicable utility allowance for paid utilities. Should the applicable utility allowance exceed the minimum rent, the HACSM will provide the difference to the family or to the utility company(s). The HACSM may choose to send the utility reimbursement directly to the utility supplier(s) without the consent of the public housing family that is paying an income-based or minimum rent. The HACSM will also notify the family of the amount(s) paid to the utility supplier(s).

A separate Rent Collection Policy is attached as Appendix J.

B. *Choice of Rent*

- 1) The amount payable monthly by the family as rent to the HACSM is selected annually by the family from the following options:
 - a) Flat Rent: Rent which is based on the market value of the unit as determined by the HACSM. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the HACSM could lease the public housing unit after preparation for occupancy.

The HACSM will not pay a utility reimbursement for a family that has chosen to pay a flat rent for its unit.

Families choosing flat rents generally will be re-certified once every three (3) years, but the HACSM reserves the right to conduct such re-certifications more frequently. Family composition will be verified annually. (The schedule of Flat Rents by unit size, type and development is found in Appendix E) Note that Annual Inspections shall still be performed.

Rent for Mixed Families are subject to proration based on Maximum Rent calculation.

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- b) Income-based Rent: The income-based rent is calculated by subtracting any applicable Utility Allowance from the Total Tenant Payment (TTP) as determined by the statutory formula.
- 2) The HACSM will provide, through its orientations, individual counseling and written notices, sufficient information to allow families to make an informed choice of rent payment options. At a minimum, families will be advised of:
- a) The dollar amounts of Tenant Rent for the family under each option; and,
 - b) The HACSM's policies on switching the type of rent in circumstances of financial hardship.
 - c) If the HACSM determines that the family is unable to pay the flat rent because of financial hardship, the HACSM will immediately switch the family's rent from flat rent to income-based rent. Once a family switches from flat rent to income-based rent due to financial hardship, the family must wait until its next annual option to select the type of rent they choose to pay.
 - d) The HACSM has established the following policies for determining financial hardship circumstances:
 - i. the family's income has decreased because of changed circumstances, loss or reduction of employment, death in the family which results in income reduction or funeral expenses; and reduction in or loss of earnings or other assistance;
 - ii. the family has experienced an increase in expenses, because of changed circumstances, for un-reimbursed medical costs, child care, transportation, education, or similar items;
 - iii. the HACSM may include other reasonable financial hardship circumstances which may be applied on a case by case basis at management discretion.

C. Temporary Total Tenant Payment

If the HACSM is unable to obtain all of the verification necessary to compute a resident's Tenant Rent on the date of admission, the HACSM will establish a temporary Total Tenant Payment (TTP), based on information supplied by the family in its application for admission and the verifications which have been obtained.

The resident will be notified, in writing that TTPs are to be made on a temporary basis, pending determination of the final TTP. The notice will make clear that the final TTP will be effective from the date of admission. The resident must report to the HACSM, in writing, every ninety (90) days until the final TTP has been established. Any overpayment will be credited to the resident's account and any underpayment will become due and payable.

The HACSM will make appropriate changes in the dwelling lease through the use of a lease addendum each time the TTP is adjusted.

D. Total Tenant Payment

The TTP for families shall be the highest of the following, rounded to the nearest dollar:

- 1) thirty percent (30%) of adjusted Monthly Income; or
- 2) ten percent (10%) of gross Monthly Income;
- 3) A minimum of \$50.00, which includes the utility allowance.
- 4) The minimum rent requirement may be waived under certain circumstances. Financial hardship status is to be granted immediately for ninety (90) days in the event of the following:
 - a) the family is awaiting an eligibility determination to receive federal, state or local assistance, including legal aliens entitled to receive assistance under the Immigration and Nationality Act;
 - b) family income decreases due to changed circumstances such as separation, divorce, abandonment;
 - c) loss of employment;
 - d) eviction resulting from non-payment of rent;
 - e) financial hardship exemption only applies to payment of minimum rent - not to rent based on the other branches of the formula for determining the Total Tenant Payment (TTP);
 - f) other situations determined by the HACSM on a case by case basis, i.e. alimony, child support, etc.
- 5) If a family initiates a request for a hardship exemption that the HACSM determines is temporary in nature:
 - a) The exemption for non-payment of minimum rent will not be granted during the ninety (90)-day period beginning on the day the request is made.
 - b) The family may not be evicted for non-payment of rent during this ninety (90)-day period.
 - c) If the hardship is subsequently determined to be long-term, the HACSM will retroactively exempt residents from the minimum rent requirement for the ninety (90)-day period.
 - d) In the case of a temporary hardship, the HACSM will allow the family to make payment of any delinquent minimum rent payments. However, the family must execute a repayment agreement.
- 6) A family who appeals a financial hardship determination through the HACSM's grievance procedure is exempt from any escrow deposit that may be required under regulations governing the Grievance Procedures for other determinations.

E. Self-Sufficiency Rent Incentives (Disallowance)

This section describes the calculation of the disallowance during the initial twelve (12) months, the second twelve (12) month exclusion (phase-in period), and the maximum four (4)-year period (48 months) of disallowance for increases in income as a result of employment of individual family members.

1. The HACSM will not increase the monthly rental payment of an eligible family as a result of increased income due to employment during the twelve (12)-month period beginning on the date on which the employment is commenced. This disallowance only applies for calculation of rent after admission to the program. It does not apply in the determination of income eligibility or income targeting for admission.

Eligible families are those that reside in public housing:

- a) whose income increases as a result of the employment of a family member who was previously unemployed for one or more years. For this purpose, “previously unemployed” includes a person who has earned in the previous twelve (12) months, no more than the equivalent of minimum wage for ten (10) hours per week for fifty (50) weeks;
- b) whose employment income increases during a family member’s participation in any self-sufficiency or other job training;
- c) who is or was, within six (6) months, assisted under any state program of temporary assistance for needy families, as determined by the HACSM in consultation with the local TANF agency, and whose earned income increases, but only if the amount of TANF-funded assistance, benefits or services is at least five hundred dollars (\$500);
- d) the amount of the incremental increase in income is calculated by comparing the amount of the family member’s income before the beginning of qualifying employment to the amount of such income after beginning the employment. For example, if the family member’s income before employment is two hundred dollars (\$200) and after employment increases to four hundred dollars (\$400), the two hundred dollars (\$200) which constitutes the increase is the amount disregarded;
- e) the maximum disallowance the family may receive is limited to one forty-eight (48)-month period from the beginning of the first month after commencement of the qualifying employment;
- f) during this forty-eight (48)-month period, for a maximum of twelve (12) months, the incremental increase is disregarded, and for a maximum of twelve (12) months, fifty percent (50%) of the incremental increase is disregarded;
- g) if the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48)-month period and the same procedure applies for the fifty percent (50%) phase in procedure;
- h) each qualifying family member is only entitled to a total of twelve (12) months of each disallowance;
- i) the disallowance of the incremental increase of income resulting from employment is only applied to determine the annual income of families residing in public housing

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units, not to determine annual income of applicants for purposes of income eligibility or targeting.

2. Training Income Disregards

- a) Family members enrolled in authorized training programs will have any income attributable to such training program disregarded for annual income calculations for a period of eighteen (18) months.
- b) For a training program to qualify, supportive services (at least one) must be available for participants. These services may include but are not limited to childcare, transportation, personal welfare counseling, health care services, youth leadership mentoring, etc.

F. Special Reexamination

If, at the time of admission, a family's existing conditions of employment are too unstable to develop the adjusted income into the coming twelve (12)-month period for the purpose of determining TTP, the HACSM will schedule a special reexamination. This special reexamination will take place within ninety (90) days of admission, or at a date by which the HACSM estimates that the family's circumstances will be stable. If at the time of such special reexamination it is still not possible to make a reasonable estimate of adjusted income, special reexaminations will continue to be scheduled until a reasonable estimate of the adjusted income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations unless the rent determination is a reduction. In that case, the effective date will be the first of the month following the reexamination verification. Until the final rent determination can be made, the family will pay rent based upon the existing adjusted income.

Persons reporting zero income will have their circumstances reexamined every ninety (90) days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will ask residents to estimate how much they spend on food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

G. Procedures to Obtain a Hearing Regarding Amount of Rent

- 1) Before a hearing is scheduled in any grievance involving the amount of rent that the HACSM claims is due, the family must pay an escrow deposit to the HACSM in the amount which the HACSM states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. Subsequently, the family must continue to deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer or panel.
- 2) The HACSM will waive this requirement for escrows concerning financial hardship of minimum rent requirements or reductions in welfare benefits related to work requirements.

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- 3) Unless the HACSM waives the requirement or it meets the criteria of G.2. above, the family's failure to pay the escrow deposit will terminate the grievance procedure.
- 4) The family's failure to pay the escrow deposit does not constitute waiver of the family's right to contest in any appropriate judicial proceeding, the HACSM's disposition of the grievance.

H. Charges In Addition To Rent

- 1) The HACSM dwelling lease imposes charges for: (1) the late payment of rent and NSF check charges; (2) a security deposit; (3) charges for maintenance and repair beyond normal wear and tear; (4) charges for the consumption of excess utilities; (5) a pet security deposit; and (6) the payment of all court costs, expenses and attorney fees incurred in enforcing the dwelling lease or in recovering possession of the premises, if ordered by the court, unless the resident prevails in such legal action.
- 2) The HACSM will provide basic pest control services without charge to its residents. The services will be performed by HACSM employees, after obtaining any required permit or licenses, or via contract with an authorized, reliable pest control service. If a resident's housekeeping habits are such that insects and/or vermin persist, even after treatment of the dwelling unit by the HACSM, then that particular resident may be charged the actual cost of any additional service(s) provided.
- 3) The security deposit is due and payable on or before occupancy. Partial payment of security deposit will not be accepted. Failure to pay the security deposit is considered refusal of the unit. The pet security deposit and/or fee is paid in full prior to the pet being brought into the unit. For residents moving in, partial payments of pet deposit will not be considered for any reason; however, for existing residents, partial payments may be considered upon request.
- 4) The payment of court costs occurs only when the HACSM takes action against the resident and prevails.
- 5) The other charges listed above will become due and payable thirty (30) days after Tenant receives written notification of the charges.
- 6) The resident will be invoiced by the HACSM for maintenance work that is beyond normal wear and tear.
- 8) Appendix A contains the HACSM's list of Charges in Addition to Rent.

SECTION 13. SECURITY DEPOSIT

- A. The HACSM requires that their residents pay a security deposit. The purpose of this deposit is to reimburse the HACSM for any resident-caused damage to the dwelling unit, unpaid rent and other unpaid charges when a resident vacates the unit. Requirements concerning deposits follow.

- B. The HACSM currently requires all resident families to pay a Security Deposit equal to one month's Flat Rent for the unit before occupancy occurs.
 - 1. The HACSM will deposit the Security Deposit paid by a resident in a bank or other lending institutions. It will maintain full, accurate and detailed accounting records with respect to the Security Deposit paid by each resident.
 - 2. The HACSM will not pay a resident interest on a security deposit deposited in an account in a bank or other lending institution.
 - 3. The HACSM will not use the security deposit for any purpose whatsoever while the resident continues to occupy a dwelling unit.
 - 4. When the resident vacates the premises, the HACSM will refund the security deposit to the resident in accordance with state law, provided the following conditions have been met.
 - a. The dwelling unit has been inspected by the HACSM and the resident, and the HACSM attests that there are no resident-caused damages, or if there are such damages, the resident has paid the HACSM for the cost of the necessary repairs and/or replacements to the dwelling unit.
 - b. The resident does not owe the HACSM rent or other charges.
 - c. The dwelling unit and all equipment therein have been left reasonably clean and free of all trash and debris.
 - d. The resident has returned all keys to the dwelling unit and any or all tools, supplies and equipment borrowed from the HACSM.
 - 5. If a resident dies leaving a security deposit and all of the above conditions prevail, the HACSM will dispose of the security deposit in accordance with state laws, rules and regulations pertaining to the resident's estate.

SECTION 14. UTILITY ALLOWANCES

- A. Allowances for resident-purchased utilities represent fixed dollar amounts which are deducted from the total Tenant Rent chargeable to a resident who pays the actual utility charges directly to the utility suppliers.
- B. The information which follows does not apply to dwelling units which are served by HACSM-furnished utilities, unless check-meters are installed to measure the actual utilities consumption of the individual dwelling units, except that residents in such units will be subject to charges for the consumption of resident-owned major appliances, or for the optional functions of HACSM-furnished equipment such as air conditioners.

The HACSM will take the following actions with respect to allowances:

1. For all check-metered utilities, establish allowances for HACSM-furnished utilities.
2. For all utilities purchased directly by residents, establish allowances for resident-purchased utilities.
3. Maintain a record of the basis on which allowances and scheduled surcharges are established and revised, plus records of any revisions to the allowances and scheduled surcharges. The HACSM will make such records available for inspection by residents.
4. Notify all residents of proposed allowances, scheduled surcharges and revisions. Transmit the notice to residents not less than sixty (60) days prior to the proposed effective date of the allowance, scheduled surcharges or revisions and describe the basis for determining these.

Include in the notice a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the allowances, scheduled surcharges or revisions. Also include the name and address of the place where the HACSM maintains, and residents may inspect, records pertaining to these matters.

5. Provide all residents an opportunity to submit written comments at least thirty (30) days before the proposed effective date of the allowances, scheduled surcharges or revisions.
6. Maintain the resident comments and make them available for inspection by the residents and HUD.
7. Establish separate allowances for each utility, and for each category of dwelling units

which are reasonably comparable in utility usage.

8. Establish allowances for both HACSM-furnished utilities and resident-purchased utilities so that they include a reasonable amount of consumption for:
 - a. major equipment or utility functions furnished by the HACSM for all residents, such as a heating furnace and a hot water heater;
 - b. essential equipment, whether or not furnished by the HACSM, such as a cooking stove, range or refrigerator; and
 - c. minor items of equipment furnished by residents, such as toasters, radios and television sets.
9. In establishing allowances, take into account relevant factors affecting consumption requirements, such as the equipment and functions to be covered by the utility allowance; the local climate; design and construction of the housing development; energy efficiency of appliances and equipment; utility consumption requirements of appliances and equipment to be covered by the TTP; insulation, weatherization and other physical aspects of the housing development; and temperature of domestic hot water, size of units; and number of occupants.
10. Incorporate into the utility allowance the full price of any utility for which the resident pays a fixed price. For example, garbage collection.
11. For dwelling units which are subject to allowances for HACSM-furnished utilities and have check meters installed, establish surcharges for utility consumption in excess of the allowances. Base surcharge on the HACSM's average utility rate; compute the surcharge on the HACSM's average utility rate; compute the surcharge on either a straight per unit-of purchase basis (such as so many cents per kilowatt hour of electricity) or on a stated block of excess consumption, and describe in the HACSM Schedule of Allowances the basis for calculating such surcharges.
12. For dwelling units which are served by HACSM-furnished utilities and have no check-meters installed, establish a Schedules of Surcharges. Such schedules indicate the additional dollar amounts residents will be required to pay, on the basis of the estimated utility consumption attributable to resident-owned major appliances or optional functions, such as air conditioning or HACSM-furnished equipment. In such schedules of surcharges, state the resident-owned equipment or HACSM-furnished equipment for which surcharges will be made, and the amounts of such surcharges, based on the HACSM cost of the utility consumption estimated to be attribute to the reasonable use of equipment.
13. At least annually, review the basis on which the utility allowances have been established, and if necessary to adhere to the above standards, revise the allowances. Include in the review all changes in circumstances, such as the completion of a modernization program, energy conservation measures, and changes in utility rates.

Following the annual review, the HACSM will adjust the utility allowances if there is a ten percent (10%) or more change in the rates of one or more utilities.

14. On a case-by-case basis, grant individual resident relief from the surcharges for excess consumption of HACSM-furnished utilities, or from the payment of utility supplier billings in excess of the allowances for resident-purchased utilities, on such reasonable grounds as the HACSM deems appropriate. For example, special needs of the elderly, disabled, or special factors affecting utility usage which are not within the control of the resident.
15. Adopt the criteria for granting such individual resident relief, and the procedures for requesting such relief, at the same time as the methods and procedures for determining utility allowances. In each notice to residents (new or existing), include information about the availability of the individual resident relief.
16. If a resident's TTP is less than the resident's allowance for utilities, pay the resident a utility reimbursement, i.e., the difference between the TTP and the allowance for utilities. The HACSM's present utility allowances, by developments, are listed in Appendix B.
17. Utility Reimbursement. The HACSM will apply Utility Reimbursement as a credit to the tenant's account.

SECTION 15. DWELLING LEASE

- A. Each dwelling lease will have a twelve (12) month term which will automatically be renewed for subsequent one year terms for all purposes except non-compliance by an adult member with the community service requirements. The HACSM incorporates the regulatory provisions in all leases for dwelling units assisted under the U. S. Housing Act of 1937, as amended, in developments owned by or leased to the HACSM and leased or sublet to residents. The HACSM can modify the lease at any time during the lease term provided that the HACSM provides the required notice to residents and resident organizations and considers their comments before adopting the new lease. The lease may be modified at any time by written agreement of the resident and the HACSM. The HACSM may terminate tenancy if the resident refuses to accept a revision to the lease after being given at least sixty (60) days notice of its proposed effect and being allowed a reasonable time to respond to the offer.
- B. The dwelling lease policies and procedures are implemented for each resident as follows:
1. at admission, for new residents;
 2. at the next regularly scheduled reexamination of income, for present residents;
 3. immediately, for any resident so requesting, whose next regularly scheduled reexamination of income is later than six (6) months after the date of adoption;
 4. at the time of transfer, for any resident moving from one dwelling unit in a development to any other dwelling unit in a development.
- C. The HACSM will provide at least thirty (30) days written notice to residents and resident organizations of any proposed changes in the dwelling lease. Residents and resident organizations can present written comments on the proposed changes to the HACSM during this thirty (30) day period. The HACSM will take into consideration all comments before adopting any new lease. If any change in the resident's status results in the need to change or amend any provision of the lease, or if the HACSM desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed by the resident and HACSM and made a part of the existing lease.
- D. The dwelling lease, executed by the HACSM and each resident of a dwelling unit, will contain the provisions with respect to the following subjects:
1. Description of Parties and Dwelling Units;
 2. Members of the Household Who Will Reside in the Unit;
 3. Rental Payments, Late Charges, Lease Term and Renewal;

4. Security Deposit;
5. Utilities;
6. Maintenance, Repairs and Services;
7. Redetermination of Rent, Dwelling Size and Eligibility;
8. Occupancy of the Dwelling Unit and Resident Obligations, including Community Service Requirements (where applicable);
9. HACSM Obligations;
10. Defects Hazardous to Life, Health and Safety;
11. Entry of Dwelling Unit During Occupancy;
12. Abandonment and Abandoned Property;
13. Notice Requirements;
14. Notice Procedures;
15. Termination of Lease;
16. Grievance Procedures;
17. Modification of the Lease;
18. Accommodation of the Disabled.

E. Additional Lease Provisions Effective Immediately

1. Persons convicted of manufacturing or producing amphetamine on the premises of public housing will have their assistance **permanently** terminated.
2. Any person residing in public housing identified by the HACSM as having fled to avoid prosecution, or custody or confinement after a conviction of a felony, violation of a condition of probation or parole imposed under Federal or State law will have their lease terminated.
4. The HACSM may notify the Post Office of any family evicted for criminal and/or drug/alcohol abuse.
5. HUD regulations specify eviction of the entire household when criminal activity is committed by a household member, guest or other person under the control of the household. However, the following provisions apply to HACSMs under the jurisdiction of the Ninth Circuit Court of Appeals, including those in California, and over-ride the HUD requirements. Pursuant to Notice PIH 2001-8, issued by HUD on March 13, 2001, when criminal activity is committed by a household member or guest, the whole family is not to be evicted if:
 - a. For criminal activity committed outside the assisted unit, the HACSM does not have proof that the leaseholder failed to take “reasonable steps to prevent the drug activity from occurring” if the leaseholder “knew or should have known of the criminal activity” and could “realistically exercise control over the conduct of the household member or guest”; or
 - b. For criminal activity inside the assisted unit, if the leaseholder introduces evidence sufficient to overcome the legal “presumption” that because the unit is

an area over which the leaseholder has control and with respect to which the leaseholder can grant or deny access, the leaseholder must have failed to take all requisite steps to prevent criminal activity from occurring there.

- F. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the TTP or Tenant Rent (whichever is applicable) and security deposit to be charged, the utility allowances, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the applicant and his/her family before he/she executes the lease. The lease shall be kept current at all times. The Head of Household of each family accepted as a resident is required to execute a lease agreement prior to actual admission. All household members eighteen (18) years of age or older will be required to sign the lease. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

- G. Cancellation of a resident's lease will be in accordance with the provisions of the resident's lease.

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The HACSM will conduct periodic inspections of dwelling units to make redetermination on eligibility, amount of rent charged and size of units assigned to residents. The following outlines pertinent procedures in these areas.

A. *Housing Inspections*

1. The dwelling unit and the premises will be inspected jointly by the applicant or resident and a member of the HACSM staff. The applicant/resident must be present at this inspection. Both parties will agree on the condition of the dwelling unit by signing an inspection form. The original check-sheet will be kept by the HACSM and a copy will be given to the applicant or resident.
2. The inspection will serve as a guide in the determination of needed maintenance or repairs, and to assess charges in addition to rent for damages over and beyond normal wear and tear. If the maintenance or repair work is to be determined as resident's responsibility, the resident shall make such repair or correction within 30 days from notification of such deficiencies providing such deficiencies are not emergency in nature. Any emergency items must be corrected within 24 hours.
3. The HACSM may cancel the resident's dwelling lease if the resident fails to maintain the dwelling unit and the premises assigned to the resident in a decent, safe, sanitary condition and in good repair.
4. The HACSM will inspect the resident's dwelling unit:
 - a. Before the resident moves into the unit.
 - b. Periodically, but not less than annually. Follow-up inspections will be made if the resident's housekeeping practices or other circumstances require. With the exception of emergencies, the HACSM will give the resident appropriate notice prior to any inspection, in accordance with the dwelling lease.
 - c. At move-out. The dwelling unit and the premises will be inspected jointly by the resident and a member of the HACSM staff, unless the resident has previously vacated the unit without giving notice to the HACSM, and is unavailable. In such case, the HACSM will inspect the unit independently.
 - d. Any charges for damages beyond normal wear and tear will be based on a comparison of the original inspection check-sheet and the condition of the unit and premises when/after the resident moves out.

B. *Remaining Family Members and Prior Debt*

1. As a party to the lease, remaining members of a resident family (other than head or spouse) eighteen (18) years of age or older will be responsible for arrearage incurred by the former

head or spouse. The HACSM will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining the age of eighteen (18).

2. Remaining family members under the age of eighteen (18) shall not be held responsible for the rent arrearage incurred by the former head of household.

C. Total Tenant Payment (TTP)

TTP is the highest of the following amounts, rounded to the nearest dollar:

1. thirty percent (30%) of the family's monthly adjusted income;
2. ten percent (10%) of the family's monthly gross income;
3. the portion of the welfare payment in a "welfare state" which is designated for housing;
4. the HACSM's adopted minimum rent;

D. Redetermination

To assure that residency in the community is restricted to families meeting the eligibility requirements for continued occupancy and that such families are charged appropriate rents, the eligibility status and the adjusted income for all residents who are paying income-based rents are to be examined and redetermined at least once every twelve (12) months.

Families paying flat rents are to have their family composition redetermined annually and must be reexamined and have their income redetermined at least every three (3) years. At its option, the HACSM may establish a policy requiring re-determinations of families paying flat rents at more frequent intervals, but not more frequently than annually unless hardship circumstances are requested by the family. In the event the resident(s) fails to participate in the recertification interview and/or to provide information required by the HACSM, the HACSM may establish the resident's rent based on the Flat Rent schedule until such time the resident complies. If the resident continues to be in non-compliance, the HACSM will terminate the lease agreement.

Additionally, the following provisions also apply to all residents.

1. At the time of the annual reexamination of resident income and composition, the HACSM will require the resident to disclose and verify its Social Security Numbers, as provided by 24 CFR Part 5.210-5.238.
2. If the resident's household adds a new member(s) who is at least six (6) years of age, the resident must submit to the HACSM, at the next interim reexamination that includes the new member(s):

- a. the complete and accurate Social Security Numbers assigned to each new member, and the documentation necessary to verify the SSNs for each new member; or
 - b. if the new member(s) has not been assigned a SSN, they must complete a verification form stating that the individual does not have a SSN.
3. If a household member turns 18 years of age by the time of reexamination, a photo identification card issued by a Federal, state, city or county agency is required.
 4. The effective date of a reexamination of an existing resident is the effective date of the resident's redetermined TTP.
 5. Adjustments resulting from changes in welfare benefits will be handled as follows:
 - a. A family's loss of welfare benefits due to the expiration of the lifetime time limit is not considered as a failure to comply. The HACSM will lower the family's rent.
 - b. A family whose welfare benefits are reduced because of fraud, will not have its rent reduced.
 - c. A welfare agency may reduce welfare benefit payments to sanction a family for non-compliance with welfare self-sufficiency or work activities requirements. The rental contribution of a family assisted in the public housing program **may not** be reduced for this reason. The law requires that family income include the amount of the welfare benefits that would have been paid if not for the welfare agency sanction. For purposes of this section, the HACSM will use the "imputed welfare income" (see definitions) to determine the family's annual income.
 - d. A family's annual income includes the imputed welfare income plus the total amount of other annual income; however, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed.
 - e. The family's rent will not be adjusted until the basis for the reduction is confirmed through third-party verification. At the request of the HACSM, the welfare agency is to inform the HACSM in writing of the amount and term of any specified welfare benefit reduction and the reason for such reduction. Therefore, the HACSM is entitled to base its imputed income on the information provided to it by the welfare agency and is not responsible for confirming the accuracy of the welfare agency's calculation.
 - f. The HACSM must make its best effort to enter into cooperation agreements with welfare agencies to comply with this requirement.
 - g. If a family claims that the HACSM has not correctly calculated the amount of the imputed welfare income, and if the HACSM denies the family's request to modify such amount, the HACSM will notify the family in writing with a brief explanation of the basis for their determination. The notice must state that the family has the right to a review through the HACSM's Grievance Procedures

without paying a deposit in escrow.

6. If the HACSM determines that a resident has falsified or misrepresented family income, composition, circumstances, conduct or behavior, the HACSM will:
 - a. require the resident to pay the difference between the TTP the resident is currently paying and the TTP the resident should have been paying; or
 - b. evict the resident, in accordance with state law and HUD regulations; or
 - c. take such other remedial action as the HACSM may deem necessary, under pertinent HUD and HACSM laws, rules and regulations.
7. The family must have demonstrated satisfactory past performance in meeting financial obligations, especially rent.
8. The family must have no record of the disturbance, destruction of property, or living or housekeeping habits which adversely affect the health, safety, or welfare of other residents.
9. The family must have no history of criminal activity involving crimes of physical violence to persons or property or other drug-related criminal acts or evidence of a pattern of alcohol abuse which adversely affect the health, safety, or welfare of other residents.
10. If at the time of redetermination, or at any time during occupancy, it is determined by the HACSM that any household member has been convicted of manufacturing or producing methamphetamine on the premises of any Federally assisted housing, the family is required to have its assistance **permanently** terminated. Such termination is not subject to the HACSM's Grievance Procedures.
11. Interim re-determinations of income or composition may be requested by the family based on any changes since the last determination. The HACSM will conduct the re-determination within ten (10) working days of the request. The HACSM has a policy on income level changes which must be reported and when rent adjustments will be made. (See Interim Rent Adjustments later in this Section.)
12. Any change in income resulting from the re-determination is annualized, even if the income is not expected to last for a full year. If the income changes again, the new amount of monthly income will be annualized again.
13. If at the time of annual recertification a family's present conditions of employment are too unstable to project the adjusted income for the coming twelve (12)-month period for the purpose of determining TTP, a special reexamination will be scheduled. This special reexamination will take place on a date by which the HACSM estimates that the family's circumstances will be stable. If at the same time of such special reexamination it is still not possible to make a reasonable estimate of the adjusted

income, special reexaminations will be continued to be scheduled until such time as a reasonable estimate of the adjusted income can be made. TTPs determined at special reexaminations shall be made effective the first of the second month following the final determinations.

14. If it is not possible to obtain all verifications necessary to complete a recertification by the established recertification date, a temporary TTP may be established based on data supplied by the resident family in its application for continued occupancy.

E. Deductions from Income

The HACSM will deduct from the calculation of total family projected income all regulatory income deductions which are:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. All income in excess of \$480 for household members, other than the head-of-household or spouse, who are full-time students;
4. The sum of the following, to the extent the sum exceeds three percent (3%) of annual income:
 - b. un-reimbursed medical expenses of any elderly family or disabled family; and
 - c. un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any family member (including the member with a disability) to be employed. This deduction may not exceed the employment income received by family members (including the person with a disability(s)) who are eighteen (18) years of age or older and who are able to work as a result of the assistance to the person with disabilities;
5. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his/her education; and
6. The amount of any earned income of a family member (other than the head of household or spouse) who is not eighteen (18) years of age or older. Note: This earned income is an exclusion for purposes of determining initial eligibility income.
7. For purposes of promoting and supporting self-sufficiency efforts on the part of residents, the HACSM may establish other deductions from annual income. When such additional deductions are adopted, a separate policy will be developed. The additional deductions will then be granted to each eligible family.

F. Interim Rent Adjustments

1. Rent Adjustments

Residents must report all changes in family composition and/or income, in writing, to the management within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a retroactive rent charge.

HACSM will process interim changes in rent in accordance with the chart below:

INCOME CHANGE CHART	
Income Change	HACSM Action
Decrease in income for any reason except for decrease that lasts less than 30 days.	The HACSM will process an interim adjustment in rent. An interim adjustment will not be processed if the decrease will last less than 30 days.
Increase in earned income due to the employment of a formerly unemployed current household member who is not qualified for the 24 month earned income disallowance.	The HACSM will process an interim rent adjustment. This rent increase will be effective on the first day of the second month following the increase of income.

INCOME CHANGE CHART	
Income Change	HACSM Action
Increase in unearned income from the same source.	The HACSM will defer the increase to the next regular reexamination if the increase is less than \$200.00 a month.
Increase in income because a person with income (from any source) joins the household.	The HACSM will process an interim rent adjustment. This rent increase will be effective on the first day of the second month following the addition.
Increase in earned income due to a current increase or change of employment of a current household member.	The HACSM will defer the increase until the next regular re-examination if the increase is less than \$200.00 a month.

INCOME CHANGE CHART	
Income Change	HACSM Action
Increase in income due to start of a new source of unearned income.	The HACSM will process an interim re-adjustment effective first day of the second month following receipt of new unearned income to household.
Increase in earned income subject to 24 month disallowance.	The HACSM will exclude 100% of the qualified increase for 12 months and 50% of the qualified increase for an additional 12 months. The HACSM will process interim recertifications to be effective on the 13 th month after each exclusion period.

HACSM may elect to increase resident rent at an Interim Readjustment due to any increase in income if the resident reported zero income at the last reexamination or interim. HACSM may conduct interim re-determinations every 90 days if the resident reported zero income at the last reexamination or interim.

2. Residents that take work to obtain the deferral of income and quit work to avoid being employed will be subject to retroactive increases as described below at the next regular reexamination. Residents with seasonal or part-time employment of a cyclical nature will be asked for third-party documentation of the circumstances of their employment including starting and ending dates.
3. The HACSM will process an interim adjustment in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the

rent is based so that the rent the resident is paying is less than the rent that he/she should have been charged. The HACSM will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

4. For any rent changes, complete and accurate verifications must be kept in the resident's file.
5. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

6. Rent decreases go into effect the first month following the reported change, provided the change in income or circumstances was reported and the income verification is received by the HACSM within the month in which it occurred.
8. Rent increases (except those due to misrepresentation or delaying providing information) require thirty (30) days notice.

G. *Failure to Report Accurate Information*

If it is found that the resident has misrepresented or failed to report to management the facts on which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retro-active. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the HACSM's dwelling lease.

H. *Visitors*

Tenants will be allowed to have visitors for a period up to fourteen (14) cumulative days in any one calendar year, except in the case of a family member requiring care during illness or recuperation from illness or injury as certified by a medical professional. Written permission must be obtained from the HACSM for any deviation from the occupancy standards included in this policy which may result from the presence of the temporary care giver in the unit. Any exceptions to this policy must be requested in writing by the resident and approved by the HACSM management.

I. *Restrictions on Assistance to Non-Citizens*

Families already receiving assistance on June 19, 1995, will be notified at the time of, and together with the HACSM's notice of the first regular reexamination after that date, but not later than one year following June 19, 1995, that:

- financial assistance is contingent upon the submission and verification as appropriate, of the evidence of citizenship or eligible immigration status; and
- a description of the type of evidence of citizenship or eligible immigration status

- necessary to fill the requirements; and
- the time period, in writing, in which the evidence must be submitted and necessary extensions requested/granted; and
 - assistance will be prorated, denied or terminated, as appropriate, upon a final determination of ineligibility after all appeals have been exhausted (INS appeal, and HACSM informal hearing process) or, if appeals are not pursued, at a time to be specified in accordance with HUD regulations. Families currently receiving assistance shall also be informed of how to obtain assistance under the preservation of mixed families.
1. Documentation Required - Citizen and non-citizen verifications:
 - a. Citizens, including nationals, and eligible non-citizens will sign a declaration (which will be verified by the HACSM);
 - b. Non-citizens who have eligible immigration status will present documentation in one of the following categories:
 - (1) A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 21101(a)(15), respectively). This category includes a non-citizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;
 - (2) A non-citizen who entered the U.S. before January 1, 1972, or such later INS date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General Under Section 249 of the INA (8 U.S.C. 1259);
 - (3) A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C.(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
 - (4) A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
 - (5) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) threat to life or freedom); or
 - (6) A non-citizen lawfully admitted for temporary or permanent residence

under Section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).

- (7) A non-citizen lawfully admitted for temporary resident as a student, is not eligible for assistance under the act. For purposes of this part, a non-citizen student is defined as a non-citizen who:
- (a) Has a residence in a foreign country that the person has no intention of abandoning;
 - (b) Is a bona fide student qualified to pursue a full course of study; and
 - (c) Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning of other recognized place of study in the United States, particularly designated by such a person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study will have agreed to report to the Attorney General the termination of attendance of each non-immigrant student (and if such institution of learning or place of study fails to make such reports promptly the approval shall be withdrawn).
 - (d) Family of non-citizen student. The prohibition on providing assistance to a non-citizen student as described above also extends to the non-citizen spouse of the non-citizen student and minor children who are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not apply to the citizen spouse of the non-citizen student and the children of the citizen spouse and non-citizen student.

2. Preservation of mixed families

The following types of assistance are available only to families who were assisted as of June 19, 1995. The types of assistance would be offered a family during the reexamination process, if the family contends that one or more family members do not have status or that no family members have status. The assistance may also be offered when the appeals process with INS and the Grievance Procedures with the HACSM, have all been exhausted.

a. Continued Assistance

Continued assistance is available to a mixed family only if all of the following conditions are met:

- (1) The family was receiving assistance under a Section 214 covered program on June 19, 1995; and
- (2) The family's head of household or spouse has eligible immigration status; and
- (3) The family does not include any person (who does not have eligible immigration status) other than:
 - the head of household;

- any spouse of the head of household;
- any parents of the head of household;
- parents of the spouse; or
- any children of the head of household or spouse.

For continued assistance only, children who are only under guardianship or who are stepchildren, but not natural children of either the head of household or spouse, do not meet the criteria of child for this restricted definition of family.

Continued assistance means the family's rent is calculated in the same manner as a family where all members are eligible.

Families who do not qualify for continued assistance will be offered either prorated assistance or temporary deferral of termination of assistance as outlined in this policy.

b. Prorated Assistance

Proration of assistance applies to a mixed family who is not receiving continued assistance other than a family who is eligible for, requests and receives temporary deferral of assistance. An eligible family who requests prorated assistance must be provided prorated assistance.

The HACSM shall prorate the family's assistance as follows:

- Step 1: Determining the TTP in accordance with 913.107(a) (annual income includes the income of all family members including any family member who has not established eligible immigration status).
- Step 2: Subtracting the TTP from the "public housing maximum rent" (as defined by HUD) applicable to the unit or the HACSM. (See HACSM's Definition section of these policies for further information on public housing maximum rent.) The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- Step 3: Dividing 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."
- Step 4: Multiplying the member maximum subsidy by the number of "eligible" family members.
- Step 5: The products of steps 1-4, as set forth here, is the amount of subsidy

for which the family is eligible (“eligible subsidy”). The family’s rent is the “public housing maximum rent” minus the amount of the eligible subsidy.

c. Temporary Deferral of Termination of Assistance

Temporary deferral of termination of assistance is available to a mixed family who qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance. Temporary deferral of termination of assistance is available to a family who has no family members with eligible status. The deferral period is to allow the family time for the orderly transition of those family members who are ineligible, and any other family members involved, to seek other affordable housing.

The family will be given written notice on the HACSM’s decision concerning the family’s qualifications for assistance under this section. If the family is not eligible for assistance under this section, the notification will state the reasons, based on relevant factors. Resident families will be notified of any applicable appeal rights.

For purposes of temporary deferral of termination of assistance, affordable housing is defined as:

- Unassisted;
- Not substandard;
- Appropriate size for the family;
- Can be rented for an amount not to exceed the amount that the family pays for rent, including utilities, plus twenty-five percent (25%).

The process for the HACSM and family is as follows:

- (1) The HACSM will notify the family that the family has chosen temporary deferral of termination of assistance or that there are no eligible family members and therefore, the family only qualifies for temporary deferral of termination of assistance. The family will be notified that they are ineligible for financial assistance and the HACSM will offer the family information concerning and referrals to assist in finding other affordable housing.
- (2) The family will initially be given a maximum of six (6) months to seek affordable housing as defined above.
- (3) The initial period may be renewed for additional periods of six (6) months, but the aggregate deferral period shall not exceed eighteen (18) months.
- (4) Prior to the end of the deferral period, the HACSM must:
 - (a) Make a determination of the availability of affordable housing of appropriate size based on evidence of conditions when taken together will demonstrate an inadequate supply of affordable housing. The determination will include the HACSM’s knowledge

of the local housing market and the resident family's search for appropriate housing.

- (b) At least sixty (60) days prior to the expiration date of the deferral period, the family will be notified in writing that:
- (1.) the termination will be deferred for another six (6) months and that there was a determination made that there is no affordable housing (providing the extension will not exceed an aggregate of 18 months); or
 - (2.) the termination of financial assistance will not be deferred because either the aggregate period of eighteen (18) months has been reached or a determination has been made that there is affordable housing available.
 - (3.) The eighteen (18) month time limit is effective November 26, 1996 and does not apply to those families under the original three (3) year limitation.
 - (4.) The family has a choice to request proration of assistance at the end of the temporary deferral of assistance period if a good faith effort has been made to locate affordable housing and there is at least one family member with eligible immigration status.

SECTION 17. FAMILY DEBTS TO THE HACSM

A. *Repayment Agreement for Families*

1. A Repayment Agreement is a document entered into between the HACSM and a person who owes a debt to the HACSM. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, special provisions of the agreement, and the remedies available to the HACSM upon default of the agreement.

The maximum length of time the HACSM will allow for a repayment agreement with a family is thirty six (36) months.

The minimum initial payment for any repayment agreement will be at least the amount of the first payment. The balance will be due according to the terms of the repayment agreement between the family and the HACSM. The minimum monthly payment will be \$50.00.

2. Late Payments
 - a. A payment will be considered to be in arrears if the payment has not been received or postmarked by the close of the business day on which the payment was due.
 - b. If the family's repayment agreement is in arrears, the HACSM will:
 - require the family to pay the balance in-full;
 - pursue civil collection of the balance due;
 - terminate the tenancy if the balance is not paid within 3 months.
 - c. If the family requests a transfer to another unit and has a repayment agreement, and the repayment agreement is not in arrears, the family will be required to pay the balance in full prior to the unit transfer.
 - d. If the family requests a transfer to another unit, and is in arrears on a repayment agreement, the family will be required to pay the balance in full, or be terminated from the program.
3. There are some circumstances in which the HACSM will not enter into a repayment agreement. These are as follows:
 - a. if the family already has a repayment agreement in place;
 - b. if the HACSM determines that the family has committed program fraud. However, termination of tenancy will not automatically absolve the responsibility to repay debt.
4. Guidelines for Repayment Agreements

Repayment agreements will be executed between the HACSM and the head of household and spouse or co-head.

- a. No transfer will be approved until the debt is paid-in-full or the repayment agreement is current, unless the move is the result of the following causes:
 - family size exceeds the maximum occupancy standards;
 - a natural disaster;
 - verified evidence of family violence/spousal or child abuse;
 - protection of witnesses to violent crime as verified by a law enforcement agency or District Attorney;
 - victim of hate crimes (documented by law enforcement agencies).
- b. If a request to transfer is denied, the family will be advised in writing of the reasons therefore, and advised of their right to request an informal hearing.

5. Additional Monies Owed

If the family has a repayment agreement in place and incurs an additional debt to the HACSM:

- a. If the existing repayment agreement is current, the HACSM will allow the family 90 days to pay the new debt.
- b. The HACSM will not enter into more than one repayment agreement at a time with the same family.
- c. If a repayment agreement already in place is in arrears more than five (5) days, any new debts must be paid-in-full by the first of the second month following the assessment of the debt. Failure to meet these time frames will result in the HACSM issuing a notice to terminate.

B. *Prior Debts Owed to HACSM*

If a family left the program owing money to the HACSM or any other housing authority from a prior occupancy:

1. the HACSM will not enter into a repayment agreement; and
2. will require the family to repay the amount, in-full, prior to admission; or
3. will require payment in-full and withhold admission for three (3) years from the date the debt was incurred if the family was evicted for drug-related or violent criminal activity.

C. *Debts Due to Fraud/Non-Reporting of Income*

1. HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.
2. Family Error/Late Reporting

Families who owe money to the HACSM due to the family's failure to report increases in income will be required to repay, in accordance with the re-payment procedures, for program fraud (See following paragraph).

3. Program Fraud

- a. Families who owe money to the HACSM due to program fraud will be required to repay it in accordance with the repayment procedures for program fraud below.
- b. If a family owes an amount which equals or exceeds \$10,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the HACSM will refer the case for criminal prosecution.

4. Repayment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- a. The maximum time period for a repayment agreement will be thirty six (36) months.
- b. The minimum initial payment for the repayment agreement will be at least the amount of the first payment.
- c. The minimum monthly payment will be \$50.00.

Any exceptions to the above procedures must be approved by the Public Housing Supervisor.

D. Writing off Debts

Debts will be written off if:

1. The debtor's whereabouts are unknown and the debt is more than three (3) year old.
2. The debtor is deceased.

SECTION 18. PROGRAM INTEGRITY

A. Investigation of Suspected Abuse and Fraud

The HACSM will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints or Tips. The HACSM will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise, violating the lease or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the resident's file.
2. Internal File Review. A follow-up will be made if HACSM staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HACSM's knowledge of the family, or is discrepant with statements made by the family.
3. Verification or Documentation. A follow-up will be made if the HACSM receives independent verification or documentation which conflicts with representations in the family's file (such as public record information, or credit bureau report, reports from other agencies).

B. Steps to Detect Program Abuse and Fraud

1. **Quality Control File Reviews.** On a random basis (at least 5% of files processed each month) resident files will be reviewed for accuracy and completeness. Such reviews will be completed by a knowledgeable staff member who was not directly involved in the processing of that applicant/resident file. Such reviews shall include, but are not limited to:
 - a. assurance that verification of all income and deductions are present;
 - b. changes in reported Social Security Numbers or dates of birth;
 - c. authenticity of file documents;
 - d. ratio between reported income and expenditures;
 - e. review of signatures for consistency with previously signed file documents.
2. The HACSM staff (to include inspection and maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and indications of unreported income. The observations will be documented in the family's file.

3. Credit Bureau inquiries may be made (with proper authorization by the resident) in the following circumstances:
 - a. At the time of final eligibility determination if the information provided by the applicant conflicts with information obtained through outside sources or third-party verifications.
 - b. When an allegation is received by the HACSM wherein unreported income sources are disclosed.
 - c. When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

C. Handling of Allegations of Possible Abuse and Fraud

The HACSM will review allegations which contain one or more independently verifiable facts.

1. An internal file review will be conducted to determine:
 - a. If the subject of the allegation is a resident of the HACSM and, if so, to determine whether or not the information reported has been previously disclosed by the family.
 - b. If the HACSM is the most appropriate authority to do a follow-up (more so than police or social service). Any file documentation of past behavior, as well as corroborating complaints, will be evaluated.
2. If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the staff will initiate an investigation to determine if the allegation is true or false.

D. Investigations of Allegations of Abuse and Fraud

If the HACSM determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the HACSM will secure the written authorization from the resident for the release of information.

1. Credit Bureau Inquiries (CBI). In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
4. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed if it is believed that they have direct or indirect knowledge of facts pertaining to the HACSM's review.
5. Other Agencies. Investigators, County's Special Investigation Unit, case workers or representatives of other benefit agencies may be contacted.
6. Public Records. If relevant, the HACSM will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
7. Interviews with Head of Household or Other Family Members. The HACSM will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the HACSM office.

A high standard of courtesy and professionalism will be maintained by the HACSM staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

E. Evidence and Statements Obtained by the HACSM

Documents and other evidence obtained by the HACSM during the course of an investigation will be kept in the resident's file, or in a separate "work file."

F. Evaluation of the Findings

If it is determined that a program violation has occurred, the HACSM will review the facts to determine:

1. the type of violation (procedural, non-compliance, fraud);
2. whether the violation was intentional or unintentional;
3. what amount of money (if any) is owed by the resident;
4. if the family is eligible for continued occupancy.

G. Action Procedures for Violations Which Have Been Documented

Once a program violation has been documented, the HACSM will propose the most appropriate remedy, based upon the type and severity of the violation.

1. **Procedural Non-Compliance.** This category applies when the resident "fails to" observe a procedure or requirement of the HACSM, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.
 - a. Examples of non-compliance violations are:
 - failure to appear at a pre-scheduled appointment;
 - failure to return verification in the time period specified by the HACSM.
 - b. **Warning Notice to the Family.** In such cases, a notice will be sent to the family which contains the following:
 - a description of the non-compliance and the procedure, policy or obligation which was violated;
 - the date by which the violation must be corrected, or the procedure complied with;
 - the action which will be taken by the HACSM if the procedure or obligation is not complied with by the date specified by the HACSM.
 - the consequences of repeated (similar) violations.

2. **Procedural Non-Compliance-Retroactive Rent.** When the family owes money to the HACSM for failure to report changes in income or assets, the HACSM will issue a Notification of Unpaid Rent. This notice will contain the following:
 - a. a description of the violation and the date(s);
 - b. any amounts owed to the HACSM;
 - c. a ten (10) business days response period;
 - d. the right to disagree and to request an informal hearing with instructions for the request of such hearing.
 - **Resident Fails to Comply with HACSM's Notice.** If the resident fails to comply with HACSM's notice, and a material provision of the lease has been violated, the HACSM will initiate termination of tenancy.
 - **Resident Complies with HACSM's Notice.** When a resident complies with the HACSM's notice, the staff person responsible will meet with him/her to discuss and explain the lease provision which was violated. The staff person will summarize the meeting and place the summary in the tenant file.

H. Misrepresentation of Material Fact

When a resident falsifies, mis-states, omits, or otherwise, misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the resident, the HACSM will evaluate whether or not the resident had knowledge that his/her actions were wrong, and the resident willfully violated the lease or the law.

1. **Knowledge that the action or inaction was wrong.** This will be evaluated by

determining if the resident was made aware of program requirements and prohibitions. The resident's signature on various documents such as housing application, lease agreement, house rules, tenant certifications, are adequate to establish knowledge of wrong-doing.

2. The resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:
 - an admission by the resident of the misrepresentation;
 - that the act was done repeatedly;
 - if a false name or Social Security Number was used;
 - if there were admissions to others of the illegal action or omission;
 - that the resident omitted material facts which were known to him/her (e.g., employment of self or other household members);
 - that the resident falsified, forged or altered documents;
 - that the resident uttered and certified to statements at a rent (re) determination, which were later independently verified to be false.

I. The Tenant Conference for Serious Violations and Misrepresentations

When the HACSM has established that material misrepresentation(s) has occurred, a Tenant Conference will be scheduled with the family representative and the HACSM staff person who is most knowledgeable about the circumstances of the case.

1. This conference will take place prior to any proposed action by the HACSM. The purpose of such conference is to review the information and evidence obtained by the HACSM with the resident, and to provide the resident an opportunity to explain any documented findings which conflict with representations in the resident's file. Any documents or mitigating circumstances presented by the resident will be taken into consideration by the HACSM. The resident will be given ten (10) business days to furnish any mitigating evidence.
2. A secondary purpose of the Tenant Conference is to assist the HACSM in determining the course of action most appropriate for the case. Prior to the final determination of the proposed actions, the HACSM will consider:
 - the duration of the violation and number of false statements;
 - the resident's ability to understand the rules;
 - the resident's willingness to cooperate and to accept responsibility for his/her actions;
 - the amount of money involved;
 - the resident's past history;
 - whether or not criminal intent has been established.

- #### J. Disposition of Cases Involving Misrepresentation.
- In all cases of misrepresentation involving efforts to recover monies owed, the HACSM may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. Criminal Prosecution: If the HACSM has established criminal intent, and the case meets the criteria for prosecution, the HACSM will refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.
2. Administrative Remedies: The HACSM will terminate assistance and demand payment of restitution, in-full.
3. Continue Assistance: Contingent upon full lump-sum restitution or minimal term repayment plan **and** warning that repeat of the offense will result in immediate eviction.

K. Notification to Resident of Proposed Action

1. The HACSM will notify the resident by mail, of the proposed action no later than ten (10) business days after the Tenant Conference.
2. All notices will advise the family of their right to an informal hearing.

SECTION 19. OTHER MATTERS

The following pertains to requirements and/or references to guidelines for other matters involving admissions and occupancy.

A. Lead-Based Paint Notification And Records

1. Applicants

A notice of the dangers of lead-based paint poisoning and a notice of the advisability and availability of blood lead level screening for children under seven (7) years of age will be provided to every applicant family at the time of application.

2. Residents

a. Residents in any HACSM-owned low-income public housing developments constructed prior to 1978 will be notified:

- (1) that the property was constructed prior to 1978;
- (2) that the property may contain lead-based paint;
- (3) of the hazards of lead-based paint;
- (4) of the symptoms and treatment of lead-based paint poisoning;
- (5) of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for elimination such hazards); and
- (6) of the advisability and availability of blood lead level screening or children under seven (7) years of age.

b. Residents will be advised to notify the HACSM if an elevated blood lead condition is identified, so that the HACSM can initiate testing and abatement actions, if necessary, or relocate the residents to a lead-free dwelling unit.

3. Records

The HACSM will maintain records which provide evidence that the required notification has been received by resident and any purchaser of low-income housing developments constructed before 1978. The signature portion of the notification form will be retained in the HACSM's resident file for three (3) years after the resident vacates the dwelling unit.

B. Utility Reimbursement

Where applicable, the HACSM will pay the resident a utility reimbursement, as defined in the HACSM's Definition section of these policies. The HACSM may choose to make the payment directly to the utility company.

C. *Pet Ownership*

The dwelling lease establishes the HACSM's policy on pet ownership. The HACSM has separate policies for family and elderly/disabled Pet Ownership rules. See Appendix G for Pet Policy for family and Appendix H for Pet Policy for elderly/disabled.

D. *Transfers*

The dwelling lease requires the resident to transfer to a dwelling unit of appropriate size, based on family composition, upon appropriate notice by the HACSM that such a dwelling unit is available. The HACSM has a separate policy on the Transfers and Transfer Waiting List. See Appendix I for Transfers and Transfer Waiting List Policy.

E. *Collection*

The HACSM dwelling lease contains the HACSM's policies with respect to the amount of rental payments, the due date, and charges for late payment and returned checks. See Appendix J for Rent Collection Policy.

F. *Termination of Lease*

The dwelling lease contains the HACSM's policy on the termination of the lease. The HACSM maintains a Termination and Eviction policy for additional guidance. See Appendix K for Termination and Eviction Policy.

G. *Grievance Procedures*

The HACSM maintains a Lease and Grievance Procedures policy that is incorporated by reference in the lease and is posted in the management office. See Appendix L for Grievance Procedures.

H. *Community Service/Self-Sufficiency Requirements*

The HACSM has a separate Community Service/Self-Sufficiency Policy. See Appendix M for Community Service and Self Sufficiency Policy.

I. *Over-The-Air Reception Devices Rule*

Preemption of Restrictions on Placement of Direct Broadcast Satellite, Multichannel Multipoint Distribution Service and Television Broadcast Antennas.

Under the Telecommunications Act of 1996 as amended effective January 1999 and October 25, 2000, the Federal Communications Commission (FCC) adopted the Over-The-Air Reception Devices Rule regarding restrictions on viewer's ability to receive video programming signals from direct broadcast satellites (DBS), multichannel multipoint

distribution (wireless cable) providers (MMDS) and television broadcast stations (TVBS). This rule prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (any size in Alaska), TV antennas and wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

The rule applies to acceptable size antennas placed on property which is rented (including public housing) on property which is in the tenant's exclusive use or control (i.e., balconies, patios, designated yard areas, etc.). Local governments and landlords may enforce restrictions which do not impair installation, use or maintenance of these antennas as well as restrictions needed for safety or historic preservation.

The HACSM will not unreasonably restrict the installation of antennas by residents if:

1. The unit has a tenant use only area such as a balcony, patio or designated yard area for which they are solely responsible (mowing, watering, etc.).
2. The installation will not block or restrict access or egress to or from the unit or otherwise violate health and safety codes.
3. The installation does not result in damage to the unit (i.e., holes in walls or ceiling).
4. The installation of an interior antenna does not damage the unit beyond normal wear and tear.
5. The resident submits a request in writing asking to install an outside antenna. Inside antennas do not require approval in writing.
6. The resident agrees to restore any interior and or exterior changes to original condition before vacating the unit. Otherwise, charges for repairs will apply.

The HACSM will not assess any fees designed to unreasonably restrict the tenant's right to install antennas as long as the tenant is in compliance with the limitations of this rule.

J. Occupancy of Police Officers

The HACSM reserves the right to place Police Officers who would not otherwise be eligible in the HACSM's units, if it is determined that their presence would contribute to the safety of and security of residents. The number and location of units, and a description of the terms and conditions for them to occupy units will be identified in the HACSM's annual plan should the HACSM determine such presence is determined necessary.

K. Occupancy of Over-Income Families

The HACSM may admit families whose incomes exceed eighty percent (80%) of median-income for the area if:

1. there are no other eligible applicants on the waiting list;

2. there are no eligible families applying for assistance in that month;
3. the HACSM advertises the availability of housing for eligible families - including publication of a notice for thirty (30) days in at least one newspaper of general circulation and such advertising does not result in sufficient low-income applicants to fill existing vacancies;
4. the over-income family rents the unit on a month-to-month basis at a rental amount which is not less than the cost to operate the unit;
5. the over-income family signs an agreement to vacate the unit when it is needed by an eligible family;
6. the HACSM gives the over-income family notice to vacate the unit when it is needed by an eligible family and this notice is given at least thirty (30) days before the over-income family is to vacate.

L. Fair Housing and Equal Opportunity Posting

A Fair Housing and Equal Opportunity poster which contains information on filing complaints with HUD will be prominently posted in the HACSM office. Individuals who believe that they have been discriminated against with respect to housing may receive assistance from HACSM staff in filing such complaints.

M. Entire Policy

The entire Admissions and Continued Occupancy policy will be interpreted and applied in accordance with applicable federal statutes and HUD regulations and policy guidance. Any conflict between the language of this policy and such federal statutes and/or regulations will be resolved in accordance with federal law and policy. Additionally, since the provisions of this plan are based on local, state and federal law and regulation, the policy will be deemed automatically revised, should any of those laws or regulations change. To the extent that the change is mandatory (allowing no HACSM discretion) the text of this policy will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory changes.

Appendix A LIST OF CHARGES IN ADDITION TO RENT

1. Late payment of rent
2. Insufficient fund charges
3. Security deposit
4. Pet security deposit
5. Maintenance and repair beyond normal wear and tear
6. Missed maintenance/repair appointments from outside contractors
7. Missed maintenance/repair appointments due to the unit being unprepared for service from outside contractors
8. Removal of personal items from units
9. Excess utilities
10. Additional pest control services due to resident's poor housekeeping habits.
11. All court costs, expenses and attorney fees incurred in enforcing the dwelling lease or in recovering possession of the premises if the Housing Authority prevails in such legal action.
12. After-hours lock out
13. Additional keys
14. Lost keys
15. Storage beyond termination of lease agreement.

Appendix B UTILITY ALLOWANCES

Effective November 1, 2006

Bedroom Size	Midway Village	El Camino Village
1 Bedroom	\$27	\$28
2 Bedroom	\$33	\$35
3 Bedroom	\$40	\$42
4 Bedroom	\$47	\$48

Appendix C LIST OF DEVELOPMENTS OR SITES BY TYPE

Name of Developments	Number of Units			
	Total Units	Family	Elderly	Disabled
El Camino Village	30	30		3
Midway	150	150		8

Appendix D HACSM INCOME LIMITS

	Family Size							
Income limits	1	2	3	4	5	6	7	8
Extremely Low	23750	27150	30550	33950	36650	39350	42050	44800
Very Low	39600	45250	50900	56550	61050	65600	70100	74650
Lower	63350	72400	81450	90500	97700	104950	112200	119450

Appendix E TABLE OF FLAT RENTS

Bedroom Size	Midway Village	El Camino Village
1 Bedroom	\$862	\$862
2 Bedroom	\$1090	\$1090
3 Bedroom	\$1494	\$1494
4 Bedroom	\$1582	\$1582

Appendix F SCHEDULE OF MAINTENANCE CHARGES

For Midway Village and El Camino

LABOR

Minimum labor Charge	\$15.00
1 Hour or more (per hour)	\$25.00

LOCKS

Lock Change	\$40.00
After Hours Lock out	\$40.00 plus 1 ½ times of the above labor rate
Privacy Lockset	\$40.00
Additional Key	\$5.00
Postal Key (ECV)	\$25.00
Exterior Gate Key (ECV)	\$10.00
Electronic Access Card for Garage & Lobby (ECV)	\$25.00

DOORS

Front Door	\$250.00
Interior Door	\$45.00
Door Stop & Tip	\$5.00
Patio Door (1&2 BR) (ECV 1&3 BR only)	\$65.00
Patio Door (3 & 4 BR)	\$105.00
Patio Door Handle	\$20.00
Patio Door Lock	\$20.00
Closet Door (sliding/other)	\$45.00 (per panel)

SCREENS

Patio Screen Door (1 & 2 BR)	\$45.00
(3 & 4 BR) (ECV 1 & 3 BR only)	\$55.00

WINDOW GLASS¹

16x33	\$25.00
22x33	\$35.00
22x45	\$35.00
28x45	\$35.00
33x34	\$45.00
45x46 1/2	\$75.00
Stairwell	\$205.00
16x22	\$20.00
14x22	\$20.00

¹Window glass prices for El Camino Village will be based on invoice.

MISCELLANEOUS

Smoke alarm	\$25.00
Furnace Filter	N/C
Heat Vent	\$20.00
Globe(s)	\$12.00
Switch/Receptacle/Telephone	\$2.50
Bedroom Closet Support bar	\$12.00

BATHROOM

Stoppers	\$10.00
Mirror	\$25.00
Medicine Cabinet	\$55.00
Medicine Cabinet doors	\$12.00
Towel Bar Set	\$10.00
Toilet Seat	\$12.00
Toilet Flush Handle	\$10.00
Tissue Roller	\$6.00
Shower Head	\$15.00

KITCHEN

Sink Basket strainer	\$7.00
Shelf Bar	\$10.00
Shelf Bar end	\$8.00
Stove knobs	\$5.00
Hood Fan	\$35.00
Hood Filter	N/C
Oven Rack	\$25.00
Garbage Disposal ²	Comparable cost at time of replacement
Dishwasher ²	Comparable cost at time of replacement
Stove	Comparable cost at time of replacement
Range	Comparable cost at time of replacement

STOPPAGES

Toilet	\$25.00 per hour (min of \$15.00 for less than one hour)
Sink/basin/tub/drains	\$25.00 per hour (min of \$15.00 for less than one hour)
HAUL	\$40.00

²Garbage disposal and Dishwasher cost related to El Camino Village only.

Appendix G PET POLICY

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new Section 31 (“Pet Ownership in Public Housing”) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that: A resident of a dwelling unit in public housing may own 1 or more common household pets or have such pets present in the dwelling unit. Allowance of pets is subject to reasonable requirements of the HACSM.

The Housing Authority of the County of San Mateo (hereinafter referred to as HACSM) notifies eligible new residents of that right and provides them copies of the HACSM's Pet Ownership Rules. To obtain permission, pet owners must agree to abide by those Rules.

In consulting with residents currently living in the Authority's developments, the HACSM will notify all such residents that:

- A. All residents are permitted to own and keep common domesticated household pets, such as a cat, dog (except at El Camino Village where dogs of any size are not allowed), bird, and fish, in their dwelling units, in accordance with HACSM pet ownership rules;
- B. With the exception of animals that are used to assist the handicapped or disabled guests, no visiting pets of any kind shall be allowed on the premises.
- C. The pet deposit is intended to cover additional costs not otherwise covered (i.e., fumigation of a unit);
- D. Animals that are used to assist the handicapped are excluded from the size and weight and type requirements pertaining to ownership of service animals; however, they will be required to assure that proper licensing, inoculations, leash restraints, etc. are observed. Animals that are used to assist the handicapped must meet the ADA's definition for service animals (28 CFR 36.104).
- E. Residents may request a copy of the HACSM's pet ownership rules or proposed amendments to the rules at any time; and,
- F. if the dwelling lease of a resident prohibits pet ownership, the resident may request that the lease be amended to permit pet ownership, in accordance with the HACSM's pet ownership rules shown below;
- G. Section 31 of the Quality Housing and Work Responsibility Act does not alter, in any way, the regulations applicable to federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C.
- H. Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply

to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in public housing and service animals that visit HACSM developments.

Pet Ownership Rules

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig and fish in aquariums. With the exception of small reptiles such as turtles in a terrarium or iguanas, reptiles as well as mice and rats are prohibited. These definitions do not include any wild animal, bird or fish.
2. Each household shall have only one pet. On a case by case basis, the household may keep additional pets such as fish, birds, or small reptiles. The limit for birds is two (2). The limit for the aquariums is 20 gallon.
3. The pet owner shall have only a cat or a small dog. The animal's weight shall not exceed 35 pounds at full growth for dogs, 20 pounds at full growth for cats. Such limitations do not apply to a service animal used to assist a handicapped or disabled resident.
4. Pet owners shall license their pets yearly with the County of San Mateo or applicable City within the County, or as required. The pet owner must show the HACSM proof of rabies and distemper booster inoculations and licensing annually.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.
7. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
8. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
9. No pet owner shall keep a vicious or intimidating pet on the premises. Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited. If the pet owner declines, delays or refuses to remove such a pet from the premises, the Authority shall call the local Humane Society to remove the animal in order to safeguard the health and welfare of other residents.
10. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms, "disturb, interfere

or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the HACSM shall call the local Humane Society to remove pets.

11. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in the pet owner's regular garbage can.
12. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in the pet owner's regular garbage can.
13. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the HACSM.
14. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
15. HACSM staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The HACSM shall accept no responsibility for the pet under such circumstances.
16. Each pet owner shall pay a pet deposit of \$250.00. There is no pet deposit for birds, hamsters, turtles, or aquariums that are less than 5 gallons. The pet deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The HACSM shall use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit. For existing residents, installment payment plan will be available for hardship cases as determined by the Public Housing Supervisor. In no cases shall the term of the payment plan exceed five (5) months.

The HACSM will refund the unused portion to the resident within twenty one (21) days after the pet owner moves from the dwelling unit or no longer owns or keeps a pet in the dwelling unit.

17. All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the Authority.
18. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the HACSM shall reserve the right to call the proper authority to remove the pet.
19. Should any pet housed in the HACSM's facilities give birth to a litter, the residents shall remove from the premises the entire litter. No pet offspring are allowed.

20. If the pet's health is threatened because of resident's inability to care for the pet due to illness, absence from the unit, or because of mistreatment of the pet, the HACSM will notify the proper authority to have the pet removed.
21. The resident shall be responsible for burial or disposal of deceased pets. Burial of deceased pets on the Housing Authority's premises is strictly prohibited.
22. The resident agrees to assume all responsibility for injury caused by the pet to HACSM staff and any other residents. The resident also agrees to assume all responsibility for damages caused by the pet to HACSM property, or property of any other residents.
23. The family is responsible for removing the pet or assuring that a responsible family member is present to control the pet when maintenance or other housing business is scheduled. The HACSM will not be responsible for any pet which gets out of a unit when maintenance employees, HA staff, or contractors enter the unit to conduct housing authority business.
24. Non-emergency work orders will only be completed if the resident or an adult family member is home with the pet. For emergency situations, the HACSM staff will enter the unit to abate the emergency. The HACSM staff shall take reasonable measure to control the pet to allow the maintenance work to be performed. The HACSM will not be responsible for any pet that gets out of a unit.
25. Violation of the Pet Policy is considered a violation of the lease agreement and the resident will be subjected to the same termination process as with any lease violations.

Appendix H HOUSE RULES

The following Rules and Regulations, herein after called “Rules”, shall apply equally to all residents, and shall always be in force, unless resident has a written exception to a particular Rule granted by management. Reasonable requests for exceptions to the Rules will be taken into consideration when resident submits these requests to management. Certain Rules may be changed from time to time. Notice will be given of any changes.

Failure to comply with the Rules is a violation of resident's Lease. Repeated (two or more) or serious violations may result in termination of residency.

1. **Occupants:**

Only those persons listed on the Lease, and NO other persons, will be allowed to permanently occupy an apartment. Any person residing in the unit for more than 14 cumulative days within a calendar year, without prior approval of the management, shall be considered a member of the household, and must apply and qualify to occupy the unit, and be added to the Lease. Residents are not to permit family members who are not on the Lease to use their address for purposes of obtaining official documents or receiving mail. Residents are also not to permit individuals, who are not on the Lease, to have or use a key to gain access to unit.

2. **Visitors:**

Visitors who come to the property are the responsibility of the resident who invited them, or allowed their presence in the complex. Residents must be in control of their household, as well as any visitors, at all times. Any nuisance, problem, or damage caused by the presence of visitors is the responsibility of the resident who allowed them onto the property. Visitors are expected to visit indoors, and not loiter outside any unit. If the resident is not at home, visitors need to leave, and come back when the person they are visiting is present.

3. **Inspections:**

Management will conduct annual apartment inspections for the health and safety of all residents, and for routine maintenance. Inspections may be conducted more often than once a year if deemed necessary by management. Twenty-four hour notice will be given prior to any scheduled inspection.

4. **Maintenance:**

Residents are responsible for keeping their apartments, appliances, and the areas in front and behind their apartments clean at all times. Residents shall promptly inform the management office of needed maintenance, so that repairs can be made quickly. In case of a maintenance emergency, such as no working toilet, overflows or floods, electrical shorts, gas leaks, broken windows, or other situations, which could be hazardous to a resident's health or safety, or cause damage to property or structure, resident must notify management immediately. After office hours, please use the emergency pager #: 650-869-1965. A maintenance staff will call you back to find out what the problem is. Please use this for emergencies only. Any routine, non-emergency maintenance problems need to be called into the office, using the office number: 415-467-4240, extension 17. Half Moon Village residents please use 712-0333.

Please provide as much information as possible, and let us know if it is OK to enter your apartment in your absence.

5. Light Bulbs:

Each apartment is furnished with adequate light bulbs at the time the resident takes possession. Thereafter, when bulbs are needed, it will be the resident's responsibility to purchase them. Replacement bulb wattage is not to exceed wattage of the original bulbs. Bulbs in fixtures that are more than 8 feet off the ground will be replaced by the Housing Authority maintenance staff. All other bulbs are to be replaced by residents, if it can be done safely, and without putting the resident in any danger. Refrigerators and exhaust hoods require an appliance bulb of no more than 40 watts.

6. Smoke detectors:

Each apartment is furnished with smoke detectors with fresh batteries at the time of occupancy. Residents should test smoke detectors at least monthly. Replacement of batteries is the responsibility of the Housing Authority; however, the resident needs to notify management when a new battery is required. Any tampering with, or removal of, a smoke detector will result in a charge. Repeated tampering may result in termination of the Lease.

7. Carpets:

Where applicable, carpet cleaning is the responsibility of the resident. Damage caused by neglect of the resident, such as cigarette burns, spills, etc., will be charged to the resident. It is recommended that tenants vacuum carpets at least weekly, and professionally clean their carpets as needed, to maintain them in a clean condition.

8. Blinds:

All blinds supplied with the unit must remain in place. They should be dusted or cleaned regularly.

9. Modification/Redecoration:

No apartment may be altered, redecorated, or modified in any way without written consent of management. This includes, but is not limited to, painting, wallpapering, carpeting, altering, or installing any additional fixtures, appliances, or locks, bars, gates, screen doors, and other similar modifications. Pictures and mirrors are to be hung with nailed picture hooks on walls only. Gluing of items to the walls or ceilings is not permitted. Excessive nail holes will be repaired at the expense of the resident at time of move-out. Residents are not to attach anything to doors, closet doors, or kitchen cabinets. If a resident makes a modification without written permission of management, and is unwilling to remove such modification when required to do so, such modification will be removed by management, and the resident will be charged for the price of labor and, if applicable, any parts or materials required to repair the damage.

10. Antenna/Satellite dishes:

If the unit is pre-wired for cable, contact the local cable company to arrange installation. Residents may not install outside aerials, antenna, or satellite dishes without written permission.

11. Laundry Rooms:

Residents using laundry rooms are asked to remove their finished laundry promptly, and to clean up after themselves. Laundry hours are posted in each laundry room. Children younger than 14 years old are not to use the machines without supervision. Residents are not to permit visitors to use the laundry facilities. Residents are also not to launder their friends' or visitors' clothes.

12. Parking:

Parking on the property is by permit only, and in accordance with the Parking Rules. Any vehicle parked in violation of the Rules will be towed, with proper notice, at vehicle owner's expense. Residents are permitted to wash only vehicles that are registered to the household and recognized by management, and use water reasonably. If a resident obtains a different vehicle, he/she has to provide management with the new registration and/or information about the vehicle to avoid the vehicle being towed.

13. Storage:

No extra household items, or other property, may be stored in the patio area, deck, or otherwise outside the unit. No flammables, gasoline, solvents, etc., may be kept in the unit or deck area. Patios and backyards are not to be used as storage areas. Motorcycles, mopeds, and other combustion engine vehicles or equipment may not be stored in units, patios, decks, or yards. Only plants and patio furniture may be kept on the decks or in the backyard. Barbeque grills may be used in backyards with proper caution.

14. Unit exterior:

No signs, rugs, laundry, or other items may be hung outside the unit, on the front doors, in the backyard, on the patio or yard fence, deck or ramp railings, or in windows and doorways. Nothing shall be thrown from windows, or swept out of the door of any unit. Any holiday decorations are to be removed no later than 2 weeks after the holiday.

15. Businesses:

Residents may, with prior permission from management, operate certain small legal businesses from their units in accordance with the Lease.

16. Pets:

Pets are allowed in accordance with the Pet Policy only.

17. Keys:

Keys will be issued to adult residents for their apartment and any common areas accessible to residents. A key deposit may be required. Keys must be returned to management when the resident vacates. As management must retain a passkey to each unit for emergency access, residents are not permitted to change their own locks. All such requests must be made to management. If a change of locks is requested after 5 p.m. or on a weekend, there will be a charge equal to the cost of overtime labor, mileage, plus \$40.00. Maintenance personnel will disclose such amount before coming out to do the work.

18. Lockouts:

Residents will be charged an additional fee for lockouts after 5 p.m. and on weekends. There is no charge to borrow an extra key during office hours, provided the key is returned to the

office within 5 days. Minor children will not be given a key by management, unless management has been specifically instructed in writing by the Head of Household to do so.

19. Common areas:

Lobbies, elevators, activity areas, and courtyards are for the enjoyment of all residents. Each resident has an obligation to conduct himself in a manner that does not constitute a nuisance and does not interfere with other residents' quiet enjoyment of common areas. Furnishings should not be removed from the common areas. Unauthorized removal of such furnishings may be considered by management as an unlawful act. Landscaping and plants should not be destroyed or damaged by residents. No basketball, football, soccer, or baseball playing is allowed on the podium at El Camino Village. Residents cannot use the common areas or grounds as a party area. It is required that all residents help keep the facilities and grounds clean and attractive.

20. Alcohol:

Alcoholic beverages are not allowed in common areas under any circumstances.

21. Smoking:

In order to ensure the comfort of all residents, there is no smoking permitted in common indoor areas, and on the playground.

22. Noise:

Musical instruments, stereos, televisions, and other similar devices, must be played at volumes that will not annoy or discomfort other residents at any time. In addition, according to the County's Noise Ordinance from 10 p.m. to 7 a.m. no loud noise is allowed. If you are being bothered by unreasonable excessive noise at night or on a weekend, please feel free to contact the police department, or your Site Representative. Please see the last page of the Rules for names and telephone numbers of Site Representatives for each of the sites. During business hours, please contact the office at 415-467-4240.

23. Children:

Residents must provide proper supervision of any children living in, or visiting the development at all times. Children must conduct themselves in a manner that does not constitute a nuisance, or cause damage to any buildings, common areas, or grounds. Repeated misbehavior or violation of these rules by children or adults may result in termination of residency.

24. Broken Glass:

Any broken windows must be reported to management immediately. Replacement of any broken glass will be charged to the resident's account, unless the Housing Authority determines that the breakage occurred due to no fault of the resident. Any breakage due to vandalism must be reported by resident to the police department.

25. Absences:

If a resident plans to be away 30 days or longer, it is necessary that he/she notify management. During the absence, the resident's rent payments must be current. If a resident is absent from unit, and is in default of rent for 14 consecutive days, the unit will be considered abandoned in accordance with the Lease.

26. Appropriate unit:

When management determines that a resident's continued occupancy of a particular unit interferes with the rights of others, or is no longer correct according to the occupancy standards, management may require moving that resident to a more appropriate unit within the project. When such an appropriate unit becomes available, the resident agrees to move within 30 calendar days after the management notifies resident that such a unit is available.

27. General conduct:

Residents are expected to be good neighbors. Residents agree to maintain their units, and to behave in a manner, which does not create a nuisance, affect the health, safety, and well-being of others, disturb other tenants' peaceful enjoyment of their dwelling units, or related project facilities, disrupt the livability of the complex, interfere with the management of the complex, or have an adverse financial effect on the development.

28. Complaints:

Management reserves the right not to pursue any complaint unless it is submitted in writing and signed by the resident. If a complaint is submitted in writing and signed, management will investigate the claim and determine what, if any, action should be taken. In the process of the investigation, the name of the reporting party will not be disclosed. The results of the investigation will not be revealed to any other resident including the reporting party.

29. Move-out:

Residents must notify management of their intention to vacate, in accordance with the Lease. Prior to moving out, a resident must clean the apartment and remove all personal belongings. If the resident does not finish cleaning, or leaves behind any personal possessions, the resident will be charged for any labor related to preparing the unit for re-leasing in accordance with the current Maintenance Price List. Residents have the right to request a pre move-out inspection by management, so that they have a chance to correct any problems, which may result in a charge. To be considered moved out, residents must return keys, and any other items that had been issued to them for access, to management.

30. Personal Property:

All personal property, including vehicles, placed on the premises, shall be at the risk of the resident, or owner of such property. Management is not responsible for any loss or damage to such personal property. It is recommended that residents purchase Renter's Insurance to protect personal property and have current car insurance at all times.

31. Telephone numbers:

Please report your telephone number to the office. It is important that management is able to stay in touch with residents and inform them of any important information or emergencies. Please don't forget to report your new number should you change your telephone number. All telephone numbers are kept confidential. The intercom unit at El Camino Village requires that a phone number be programmed into it in order for a visitor to communicate with a resident.

32. Mail Delivery:

It is essential that every resident, upon taking occupancy, establish mail delivery at his or her current address. Most notices from management are sent by first-class mail. If residents do not receive mail, they are likely to miss important communications from management. No mail or other deliveries for residents are accepted at the management office. Allowing a non-resident to use your address to receive mail, or as their residence address, will be used by management as an indication that you have moved in an unauthorized person, which is a violation of your Lease agreement.

33. Lease Renewal:

Failure by resident to accept and sign a new Lease will constitute unlawful possession of the unit, and will be subject to unlawful detainer action under the State law.

34. Waiver of Lease

Failure of management to insist upon the strict performance of the terms and conditions contained in these Rules, or in the Lease, shall not constitute, or be construed as, a waiver or relinquishment of the management's right to enforce any such term of condition at any time thereafter.

These Rules and Regulations are intended to deal with the most frequent problems. The cooperation of all residents will make this development a more pleasant place to live. These Rules may be subject to change to include new topics or circumstances. Until they are changed, the Rules shall be enforced fully and equally.

The resident, his/her household, and guests will comply with all written Rules and Regulations furnished to the resident. Failure to do so may result in termination of the Lease.

Contact your site representative to report unreasonable noise **after office hours:**

- Midway Village residents please contact Estella Cirilo at 650-670-0277.
- El Camino Village residents please contact Rudy Garcia at 650-599-0431 (pager)
- Half Moon Village residents please contact Henry Farrar at 650-205-0441 (pager)

During business hours, please contact the office at 415-467-4240.

Appendix I TRANSFER AND TRANSFER WAITING LIST POLICY

Transfer means the movement of a resident from one dwelling unit to another. The HACSM may require a resident to move, permit a resident to move, or physically help a resident to move, depending on the circumstances in each particular case. The Housing Authority of the County of San Mateo's (herein referred to as HACSM) policies and procedures for transferring residents from one dwelling unit to another are as follows.

A. Non-discrimination

The HACSM will not discriminate against any person at any stage of the transfer process because of race, color religion, sex, age, creed, disability, familial status, or national origin. The HACSM will abide by the non-discrimination requirements of the following laws and Executive Orders. (24 CFR 960.203)

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance. (24CFR part 1)
2. The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on disability in residential real estate-related transactions. (24CFR parts 100, 108, 109, & 110)
3. Executive Order 11063 on Equal Opportunity Housing. (24CFR part 107)
4. Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), which prohibits discrimination based on disability in programs receiving federal financial assistance. (24CFR part 8)
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), which prohibits discrimination based on age in programs receiving Federal financial assistance. (24CFR part 146)
6. Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

B. Types of Transfers

This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

1. Emergency Transfers. Emergency transfers are mandatory when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by HACSM. Emergency transfers may be made within sites or between sites to permit repair of unit defects hazardous to life, health, or safety;

Emergency transfers shall take priority over new admissions.

2. Administrative Transfers. Administrative transfers are mandatory transfers within sites or between sites to:

- Remove to safety residents who are witnesses to crimes and may face reprisals as documented by a law enforcement agency;
- Provide housing options to residents who are victims of hate crimes or extreme harassment, documented by a law enforcement agency;
- Alleviate verified medical problems of a serious nature;
- Permit modernization of units;
- Permit a family that requires a unit with accessible features to occupy such a unit.
- Correct occupancy standards (over or under housed according to the HACSM's standards).

Correction to occupancy standards will only be made if the family size is smaller than the HACSM's minimum-number-of-persons-per-unit standard for the household or larger than the maximum-number-of-persons-per-unit standard for the family is occupying.

These transfers are mandatory when the appropriate unit size becomes available. Families who are most severely over or under housed will be required to transfer first.

- Correct or avoid concentration of the most economically and socially deprived families;
- Address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

Administrative transfers shall take priority over new admissions.

3. Resident-Requested Transfers. Residents may request transfer within sites or between sites, but not for specific units. Transfers may be made no more than once every 36 months or three times within the life of the tenancy. All requests must be made in writing.

Request for transfers due to medical reasons must be made in writing to the Housing Occupancy Specialist (HOS). The resident shall provide the HOS with the necessary documentation to substantiate the need for a medical transfer. Documentation must include name, address, and phone number of the health care professional who is knowledgeable about the medical condition of the resident who is requesting the accommodation. Medical transfers may also be offered by the HACSM (e.g., moving a person with mobility problems to a unit with accessible features).

Resident-requested transfers will not take priority over new admissions.

C. Processing Transfers

1. The HACSM will keep separate transfer waiting list for Midway and El Camino Village. There will be no transfer waiting list for individual units. The list will be administered by the HOS.

2. The HOS will sort requests for transfer into categories. Admissions will be made in the following order:

- First Emergency transfers; then
- Administrative transfers; then
- Resident-Requested transfers
- Applicants

3. Resident-Requested transfers and applicants will take next available units alternately.

4. Within each category, transfer applications will be sorted by the date the request was received (including any verification needed) by the HOS.

5. Administrative transfers to correct occupancy standards may be required at the time of annual re-examination or interim re-determination. The HACSM makes final determination of over/under housed status. Once a determination is made, the resident will be notified in writing that a transfer is required and that the family has been placed on the transfer list for the appropriate unit size.

6. Resident-Requested transfers will only be processed after all other transfers have been accomplished.

D. Good Record Requirement for Transfers

In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if they:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff;
- Do not owe back rent or other charges, or evidence a pattern of late payment; and
- Meet reasonable housekeeping standards and have no other lease violations.

Exceptions to the good record requirements will be made for emergency transfers and to provide accessible housing or when it is to the HACSM's advantage (e.g. a single person is living alone in a three-bedroom unit) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the Public Housing Supervisor.

E. Cost of Transfers

Residents shall bear the cost of relocating to the new unit except when the transfers are emergency transfers. Rent charges will be assessed on the old unit up to and including the date of the house key is surrendered to the development's office.

Non-mandatory transfers will require a new security deposit equivalent to the flat rent of the new unit as stated in appendix E. Unused portion of the old deposit will be refunded according to State and local law. Any exceptions may be made on a case-by case basis by the Public Housing Supervisor.

Appendix J RENT COLLECTION POLICY

Rent Due Date

All rent is due and payable in advance on the first day of each and every month. Rent is past due on or after second day of the month. Rent is considered paid on time if it is received or postmarked by the close of business day on the 1st of the month regardless whether the due date is a weekend day or a holiday.

Place of Payment

For Midway Village residents, rent shall be paid to the Housing Authority at the Midway Village office at 47 Midway Drive, Daly City, CA 94014. For El Camino residents, rent shall be paid to 7620 El Camino Real, Colma, CA 94014. Payment may be made through the office mail slot, in person, or by first class mail.

Method of Payment

Payments may be made by check or money order. Cash or third party checks will not be accepted. Partial payments of rent will not be accepted.

Application of Payment

The Housing Authority may apply any payment made by the resident to any obligation of the resident, notwithstanding any dates or other direction from the resident that accompanies any such payment. Any attempt by the resident to allocate a payment in any other way shall be null and void.

Late Payments

A \$25.00 late payment fee shall be charged if the full rent is not received within six calendar days of the due date. A late payment fee does not constitute a grace period and the Housing Authority may serve a Fourteen-Day Notice to propose termination on the day after the rent Due Date.

Habitual Late Payments

Prompt payment is a requirement for continued occupancy. Residents who pay rent on or after seventh day of the month on three separate occasions within any twelve month period shall constitute habitual late payment of rent and may be considered a just cause for eviction. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of rent.

Returned Checks

If a payment check is not honored by the bank on which it is drawn for any reason, a \$25.00 bank charge will be assessed. A dishonored check shall constitute late payment of rent and shall

be subject to the late payment charge described above. All charges, rent, late charge and bank charges, etc. shall be due and payable within three (3) calendar days upon notification, and must be paid by money order or cashier's check. Thereafter, all payments must be paid by money order or cashier check.

Appendix K TERMINATION AND EVICTION POLICY

As a landlord, the Housing Authority of the County of San Mateo (herein referred to as HACSM) has certain rights and responsibilities concerning termination of dwelling leases and eviction of residents that violate lease terms or are determined to be undesirable for other reasons. Those rights and responsibilities are outlined below:

A. The HACSM may terminate or not renew a lease for serious or repeated violations of material terms of the lease by residents.

B. The HACSM has a “zero tolerance” policy with respect to violations of lease terms regarding criminal activity, drug-related activity, or alcohol abuse. Any of such activities committed by the resident, members of their household, another person under the control of the resident, or their guests that threatens the health, safety or right to peaceful enjoyment of the HACSM’s public housing premises by other residents will result in termination of the tenancy and eviction of the resident(s).

HUD has issued a due process determination that the law of the State of California requires that the resident be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from a dwelling unit. Therefore, the HACSM has elected to determine that the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves criminal and or drug-related activity, and or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the HACSM.

C. A resident may terminate their lease at any time but must provide the HACSM thirty (30) day notice in writing and should provide a forwarding address for the HACSM.

D. The HACSM must provide residents a notice of termination as follows:

1. fourteen (14) days in advance, in cases of failure to pay rent;
2. three (3) days in advance, in cases of creation or maintenance of a threat to the health and safety or other residents, or HACSM employees, or a reasonable time in excess of three (3) days considering the seriousness of the situation;
3. thirty (30) days in advance in all other cases.
4. The notice shall state specific reasons for termination and inform the residents they have a right to request a hearing in accordance with the Grievance Procedure. Violations described in paragraph B above are not eligible for the Grievance Procedure.

E. Termination notices may be served by mail, in person, or posted on the door.

Appendix L GRIEVANCE PROCEDURES

A. Purpose and Scope

The purpose of these Grievance Procedures is to assure that the Housing Authority of the County of San Mateo (hereinafter referred to as HACSM) residents are afforded an opportunity for a hearing, if the resident disputes within a reasonable time, any HACSM action or failure to act, involving the resident's lease, or HACSM regulations which adversely affect the individual resident's right's, duties, welfare or status.

Additional areas covered by these procedures include the Community Service requirements minimum rent hardship exemptions, and income changes resulting from welfare program requirements. Escrow deposits are not required for grievances related to minimum rent hardships and welfare reductions. These procedures also cover grievances related to improper disclosure or inappropriate use of information obtained by the HACSM through criminal records, sex offender registration records and drug abuse treatment facility records.

These procedures, by reference, are incorporated into and become a part of the HACSM's dwelling lease.

B. Governing Law

The law governing this grievance procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437 d (K) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50-966.57).

C. Definitions

The following definitions of terms shall be applicable to this grievance procedure:

1. *Grievance*: Any dispute which a resident may have with respect to an action or a failure to act by the HACSM in accordance with the individual resident's lease or HACSM regulations, which adversely affects the individual resident's rights, duties, welfare or status.
2. *CFR*: The code of Federal regulations, which contains the federal regulations governing this grievance procedure.
3. *Complainant*: Any resident (as defined in this section below) whose grievance is presented to the HACSM in accordance with the requirements set forth in this procedure.
4. *Drug-related criminal activity*: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

5. "Authority": The Housing Authority of the County of San Mateo, a body corporate organized and existing under the laws of the State of California.
6. Elements of due process: The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - a. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - b. Right of the resident to be represented by counsel;
 - c. Opportunity for the resident to refute the evidence presented by the HACSM, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - d. A decision on the merits.
7. Hearing Officer: An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
8. Hearing panel: A three-member panel composed of impartial persons, selected in accordance with 24 CFR sec. 966.55 and these procedures to hear grievances and render decisions with respect thereto.
9. HUD: The United States Department of Housing and Urban Development.
10. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
11. The "Regulations": The HUD regulations contained in subpart B of 24 CFR sec. 966.
12. Resident organization: An organization of residents, which includes any resident management corporation.
13. Resident: The adult person (or persons) other than a live-in aid:
 - a. Who resides in the unit and who executed the lease with the HACSM as lessee of the dwelling unit, or, if no such persons reside in the unit;
 - b. The person who resides in the unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.
14. Business Days: Monday through Friday of each week, except for legal holidays recognized by the federal government and/or local city government.

D. Incorporation in Leases

This grievance procedure shall be incorporated by reference in all leases between residents and the HACSM, whether or not so specifically provided for in such leases.

E. Exceptions

These procedures are applicable to all individual grievances, as defined in the HACSM's Definitions section of these policies, between the resident and the HACSM with the following exceptions:

1. The procedures are not applicable to disputes between residents not involving the HACSM, or to class grievances. The procedures are not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Board of Commissioners; and
2. HUD has issued a due process determination that the law of the State of California requires that the resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in the Definition section of these policies) before eviction from a dwelling unit. Therefore, the HACSM has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - a. Any activity, not just criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HACSM; or
 - b. Any drug-related criminal activity on or off such premises;
 - c. Any criminal activity which is cause for eviction even in the absence of conviction or arrest;
 - d. Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

However, improper use of or disclosure of information obtained by the HACSM through criminal records, sex offender registration records and drug abuse treatment facility records, may be the subject of a grievance by a tenant of the HACSM.

F. Processing Grievances

The primary objective of this process is to settle grievances at the lowest level and as quickly as possible, and minimize impact upon the HACSM's operation. Except as stated in paragraphs 2 (a through d) above, the HACSM's procedures shall afford each resident an opportunity for a hearing on a grievance, in accordance with the requirements, standards, and criteria contained in these procedures, with such modifications as are required by State law. The process for handling grievances is outlined below.

1. Informal Settlement of Grievance

- a. Grievances must be requested in writing, submitted to the HACSM within 5 business days from the date of the notice.
- b. Grievances shall be personally presented, either orally or in writing, to the HACSM's central office, or to the office of the development in which the complainant resides, so that the grievance may be discussed informally and settled without a hearing, if possible. The grievance meeting should be conducted within thirty 30 days of the grievance request.
- c. A summary of such discussion shall be prepared within fifteen (15) business days. One copy shall be given to the resident and one shall be retained in the HACSM's resident file.
- d. The summary shall specify the names of the participants, dates of the meetings, nature of the complaint, the proposed disposition of the complaint, and the specific reasons therefore, and the procedures by which a hearing may be obtained if the resident is not satisfied.
- e. The HACSM shall specifically include notice to the resident of the following:
 - (1) the time limit to request a hearing;
 - (2) that the hearing can be heard by a hearing officer or a hearing panel, and what the procedure is for selecting the officer or panel;
 - (3) what specifically must be included in the complainant's written request for a grievance, as provided in paragraph 1.b of the HACSM's Procedures to Obtain a Hearing;
 - (4) that if the complainant fails to request a hearing within the required time period (5 business days) after receiving the summary, the HACSM's decision rendered at the informal conference becomes final. However, the complainant does not waive the right to contest the HACSM's action in an appropriate judicial proceeding;
 - (5) that the resident has a right to be represented by counsel or other representative at the hearing and if so, informs the HACSM of such representation 5 business days prior to the hearing appointment; and
 - (6) that the resident requesting a hearing has a right to examine any HACSM documents relevant to the hearing, including records and regulations. The resident shall be allowed to obtain a copy from the HACSM of any such documentation at the resident's expense, as stated in the "Charges in Addition to Rent" schedule.

2. Procedures to Obtain a Hearing

- a. Request for a Hearing
 - (1) The resident shall submit a written request for a hearing to the HACSM, or to the development office, within five (5) business days after receipt of the written summary of the informal discussion.
 - (2) The written request shall specify:
 - a) the reasons for the grievance;
 - b) the action or relief sought;

- c) the complainant's statement setting forth the times at which the complainant will be available for a hearing during the next ten (10) business days;
 - d) complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel.
 - (3) If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, the HACSM's decision rendered at the informal conference becomes final and the HACSM is not thereafter obligated to offer the complainant a formal hearing. Failure to request a hearing shall not constitute a waiver by the resident of his/her right thereafter to contest the HACSM's action in disposing of the complaint in an appropriate judicial proceeding.
- b. Selection of Hearing Officer or Hearing Panel
 - (1) Grievances shall be presented before a hearing officer or hearing panel.
 - (2) A hearing officer or hearing panel shall be selected as follows:
 - (a) The hearing officer shall be an impartial, disinterested person selected jointly by the HACSM and the resident. The officer cannot be a party related to the grievance.
If they cannot agree on a hearing officer, they shall each appoint a member of a hearing panel, and the appointed members shall select a third member.
If the members appointed by the HACSM and the resident cannot agree on a third member, such member shall be appointed by an independent arbitration organization, such as the Center for Disputes Settlement of the America Arbitration Association, or by any other third-party agreed upon by the HACSM and the resident.
 - (b) In lieu of the procedures set forth in paragraph (1) above the HACSM may provide for the appointment of a hearing officer or a hearing panel by any method which is approved by the majority of residents (in any building, group of buildings, or development, or group of developments to which the methods are applicable) voting in an election or meeting of residents held for the purpose.
 - (c) In all cases, the HACSM will consult with resident organizations before appointment of hearing officers or hearing panels and documents related to discovery in the grievance process will be made available to residents.
- c. Hearing Prerequisite
 - (1) All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure prescribed in the paragraph on Informal Settlement of Grievance, above, as a condition precedent to a hearing under this section.

- (2) If the complainant shows good cause why he/she failed to proceed in accordance with the paragraph on informal settlement, above, the provisions of this subsection may be waived by the hearing officer or hearing panel.
- d. Escrow Deposit
 - (1) Before a hearing is scheduled in any grievance involving the amount of Tenant Rent which the HACSM claims is due, the resident shall pay into an escrow account, an amount equal to the amount of the Tenant Rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.
 - (2) The resident shall thereafter deposit the Tenant Rent into that escrow account monthly, until the complaint is resolved by decision of the hearing officer or hearing panel.
 - (3) The HACSM may waive these requirements by in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of the grievance procedures.
 - (4) Failure to make payment shall not constitute a waiver of any right the resident may have to contest the HACSM's disposition of the resident's grievance in any appropriate judicial proceeding.
 - (5) Escrow deposits are not required for grievances related to minimum rent hardships and welfare reductions.
 - e. Scheduling Hearings
 - (1) Upon a resident's compliance with the above requirements, a hearing shall be scheduled by the hearing officer or hearing panel promptly, for a time and place reasonably convenient to both the resident and the HACSM.
 - (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the resident and the appropriate HACSM official.
3. Procedures Governing the Hearing
 - a. Official or Panel: The hearing shall be held before a hearing officer or a hearing panel, as appropriate.
 - b. Safeguards of Due Process: The resident shall be afforded a fair hearing providing the basic safeguards of due process, which include the following.
 - (1) The opportunity to examine documents before the hearing, at the expense of the complainant, and to copy all documents, records, and regulations of the HACSM that are relevant to the hearing. Any requested document not made available by the resident may not be relied on by the HACSM at the hearing.
 - (2) The right to be represented by counsel or other person chosen as the resident's representative.

- (3) The right to a private hearing, unless the resident requests a public hearing.
 - (4) The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the HACSM or development management, and to confront and cross examine all witnesses on whose testimony or information the HACSM or development management relies.
 - (5) A decision based solely and exclusively upon the facts presented at the hearing.
- c. Previous Decision: The hearing officer or hearing panel may render a decision without proceeding with the hearing, if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
- d. Failure to Appear:
- (1) If the resident or the HACSM fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing, for a period not to exceed five (5) business days, or may make a determination that the party has waived his or her right to a hearing.
 - (2) The hearing officer or hearing panel shall notify both the resident and the HACSM of the determination.
 - (3) A determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the resident may have to contest the HACSM's disposition of the grievance in an appropriate judicial proceeding.
- e. Entitlement and Justification:
- (1) At the hearing, the resident must first make a showing of an entitlement to the relief sought.
 - (2) Thereafter, the HACSM must sustain the burden of justifying the HACSM's action or failure to act against which the complaint is directed.
- f. Conduct of the Hearing:
- (1) The hearing shall be conducted informally by the hearing officer or hearing panel.
 - (2) Oral or documentary evidence pertinent to the facts and issues raised by the resident may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - (3) The hearing officer or hearing panel shall require the HACSM, the resident, legal counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interests of the disorderly party, and granting or denial of the relief sought, as appropriate.

- g. Transcript:
- (1) The resident or the HACSM may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.
 - (2) Any interested party may purchase a copy of such transcript.

h. Accommodation to Disabled Persons:

The HACSM will provide reasonable accommodation for persons with disabilities throughout the grievance process. This includes, but is not limited to, accommodating tenants with disabilities by accepting grievances at alternate sites or by mail, having HACSM staff reduce an oral request for a grievance to writing for a tenant with a disability who cannot write due to the disability, and providing accommodations in the grievance hearing itself by providing qualified sign language interpreters, readers, accessible locations or attendants.

4. a. Decision, Reasons, Copies and Files

- (1) The hearing officer or hearing panel shall prepare a written decision, together with the reasons thereof, within a reasonable time after the hearing (usually within 10 business days).
- (2) A copy of the decision shall be sent to the resident and the HACSM.
- (3) The HACSM shall retain a copy of the decision in the resident's folder.
- (4) A copy of the decision, with all names and identifying references deleted, shall also be maintained by the HACSM and made available for inspection by a prospective complainant, his or her representative, or the hearing panel or hearing officer.

b. Subsequent Actions

The decision of the hearing officer or hearing panel shall be binding on the HACSM, which shall take all actions, or refrain from any actions, necessary to carry out the decision, unless the Board of Commissioners determines, within ten (10) business days, and promptly notifies the resident of its determination, that:

- (1) The grievance does not concern HACSM action or failure to act in accordance with or involving the resident's lease or HACSM regulations, which adversely affect the resident's rights, duties, welfare, or status; and
- (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements or the Annual Contributions Contract between HUD and the HACSM.

c. Judicial Proceedings

A decision by the hearing officer, hearing panel, or Board of Commissioners, in favor of the HACSM, or which denies the relief requested by the resident, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

5. HACSM Notice

Notices under this grievance procedure shall be deemed delivered:

- a. Upon personal service thereof upon the complainant or an adult member (18 years of age or older) of the complainant's household;
- b. Upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail; or
- c. On the second day after the deposit there of for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail, unless the resident can prove that delivery of the notice, in fact, occurred at some other time.

6. Concurrent Notice

If a resident has filed a request for grievance hearing in a case involving the HACSM's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

If the hearing officer or hearing panel upholds the HACSM's action to terminate the tenancy, the HACSM may commence an eviction action in court by the later of:

- a. The expiration of the date for termination of tenancy and vacation of premises stated in the delivered termination notice, or
- b. The delivery of the report of decision of the hearing officer or panel to complainant.

7. Modification

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the HACSM, present at a regular meeting or a special meeting called for such purposes.

- a. The HACSM must provide for at least thirty (30) days advance notice to residents and resident organizations of any changes proposed to be made to this grievance procedure, setting forth the proposed changes and providing an opportunity to present written comments.
- b. The HACSM shall consider any comments submitted before final adoption of any amendments.

Appendix M COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents 18 or older contribute eight (8) hours of community service (volunteer work) each month or participate eight (8) hours in a self-sufficiency program (training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence) each month. [24 CFR Subpart F §960.600-609]

The Housing Authority of the County of San Mateo (hereinafter referred to as HACSM) believes that the community service requirement should not be perceived by the resident to be a punitive or demeaning activity, but rather to be a rewarding activity that will benefit both the resident and the community. Community service offers public housing residents an opportunity to contribute to the communities in which the HACSM operates while gaining work experience.

Participation in self-sufficiency activities for eight (8) hours each month can satisfy the community service requirement. An individual may also satisfy this requirement through a combination of community service and self-sufficiency activities totaling at least eight (8) hours per month.

In order to effectively implement this new requirement, the HACSM establishes the following policy.

I. Definitions

A. Community Service-volunteer work which includes, but is not limited to:

- Volunteer work at a local institution including but not limited to: school, child care center, hospital, hospice, nursing homes, youth or senior center, recreation center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, drug/alcohol treatment centers, etc.;
- Assisting other residents through the resident organization;
- Assisting in after-school youth programs or literacy programs;
- Active participation in neighborhood group special projects;
- Serving on the Resident Advisory Board or serving as an officer in the Resident Organization;
- Any other community service which includes 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”.

Note: Voluntary political activities are prohibited from being considered to meet the Community Service requirement.

B. Self-Sufficiency Activities-activities that include, but are not limited to:

- Apprenticeships, job training, and job readiness programs;
- Voluntary substance abuse and mental health counseling and treatment;
- English proficiency classes, GED classes, adult education, college, technical schools or other formal education with the goal of achieving self-sufficiency;
- Household management, budget and credit counseling, or employment counseling;
- Work placement program required by the TANF program;
- Training to assist in operating a small business;
- Any kind of class that helps a person toward economic independence.

C. Exemptions-an adult member (18 or older) of a household may claim an exemption from this requirement if the individual:

- Is age 62 years or older;
- Is blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions;
- Is a primary caretaker of a disabled individual;
- Is working at least 20 hours per week;
- Is participating in a welfare-to-work program.

II. HACSM Obligations

To the greatest extent possible and practicable, the HACSM will provide names and contacts of agencies that offer a variety of voluntary opportunities for residents to fulfill their Community Service obligations. This may include in-house opportunities for volunteer work or self sufficiency programs. The HACSM does not claim these activities to be appropriate for all participating tenants. Each tenant is responsible to determine the appropriateness of the voluntary service within guidelines in this policy.

The HACSM may administer its own community service program in conjunction with the formation of cooperative relationships with other community based entities such as TANF, Social Services Agencies or other organizations which have as their goal, the improvement and advancement of disadvantaged families. The HACSM may seek to contract its community service program out to a third-party. Should contracting out the community service function be determined to be the most efficient method for the HACSM to accomplish this requirement, the HACSM will monitor the agency for contract compliance.

The HACSM will assure that the service is not labor that would normally be performed by HACSM employees responsible for the essential maintenance and property services.

The HACSM will provide the family a copy of this policy at initial application and at lease execution.

The HACSM will provide the family at annual reexamination the process for claiming exempt status, the affect of noncompliance on their tenancy, and provide appropriate forms on which to claim exempt status and for tracking the community service hours.

The HACSM will make the final determination as to whether or not a household member is exempt and/or is in compliance with the community service requirement. As failure to complete the community service requirement constitutes noncompliance with the terms of the Lease, the family may use the HACSM's Grievance Procedures if they disagree with the determination of exemption status or noncompliance.

The HACSM will assure that procedures are in place and give residents the opportunity to change status with respect to the community service requirement. Such changes include, but are not limited to:

- Going from unemployment to employment;
- Entering a self-sufficiency program;
- Entering a classroom educational program which exceeds eight (8) hours monthly.

All exemptions to the community service requirement will be verified and documented in the resident file. Required verifications may include, but not be limited to:

- Third-party verification of employment, enrollment in a training or education program, welfare to work program or other economic self sufficiency activities;
- Birth certificates to verify age 62 or older; or
- Third-party verification of disabilities preventing performance of community service.

Families who pay flat rents or families whose income is over the income limits will not receive an automatic exception.

III. Family Obligations

At the time of annual reexamination, all public housing household members age eighteen (18) or older must:

Complete certification forms regarding their exempt or non-exempt status from the community service requirement and submit the executed forms within ten (10) days of their reexamination appointment. If a household member claims an exemption from the

requirement, he/she must submit written verification of the exemption or provide information for obtaining third-party verification along with their completed exemption form.

At the time of the annual reexamination appointment, each non-exempt adult household member must present their completed monthly record and certification form (blank form to be provided by the HACSM at time of certification or reexamination) of activities performed over the past twelve (12) months.

If a family member is found to be noncompliant, either for failure to provide documentation of community service or for failure to perform community service, he/she and the head of household will sign an agreement with the HACSM to make up the deficient hours over the next twelve (12)-month period. The entire household will be allowed to enter into such an agreement only once during the household's entire tenancy with the HACSM.

If, during the twelve (12)-month period, a non-exempt person becomes exempt, it is his or her responsibility to report this to the HACSM and to provide documentation within ten (10) calendar days of the occurrence. The community service requirement will remain in effect until such time as the exempt status is reported to the HACSM and verified.

If, during the twelve (12)-month period, an exempt person becomes non-exempt, it is his or her responsibility to report this to the HACSM within ten (10) calendar days of the change in status. He/she will be provided with appropriate forms and information for fulfilling the community service requirement. A household member who fails to report a change from exempt to non-exempt status will be required to enter into an agreement to complete an equivalent of eight (8) hours per month of community service for each month of unreported non-exempt status within ninety (90) days of discovery or the household's lease will be subject to termination.

Each household member must supply the HACSM with accurate written information regarding exemption status. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the lease and may result in termination of the lease.

IV. Cooperative Relationships with Welfare Agencies

The HACSM may initiate cooperative relationships with local service agencies that provide assistance to its families to facilitate information exchange, expansion of community service/self-sufficiency program options and aid in the coordination of those activities.

V. Lease Requirements and Documentation

The HACSM's lease has a twelve (12)-month term and is automatically renewable except for non-compliance with the community service requirement. The lease also provides for termination and eviction of the entire household for such non-compliance. The lease

provisions will be implemented for current residents at the next regularly scheduled reexamination and for all new residents effective upon occupancy. The HACSM will not renew or extend the lease if the household contains a non-exempt member who has failed to comply with the community service requirement.

Documentation of compliance or non-compliance will be placed in each resident file.

VI Noncompliance of Family Member

At least thirty (30) days prior to annual re-examination and/or lease expiration, the HACSM will begin reviewing the exempt or non-exempt status and compliance of family members. If the HACSM determines that a family member who is not an “exempt individual” has not complied with the community service requirement, the HACSM will notify the resident:

1. of the noncompliance;
2. that the determination is subject to the HACSM’s administrative grievance procedure;
3. that unless the resident enters into an agreement as described under family obligations of this policy, the lease of the family of which the non-compliant adult is a member may not be renewed. However, if the noncompliant adult moves from the unit, the lease may be renewed.

Appendix N SATELLITE DISH AND ANTENNA ADDENDUM

Under a Federal Communications Commission order, residents have a limited right to install a satellite dish or receiving antenna on the leased premises. The Housing Authority, as an owner, is allowed to impose reasonable restrictions relating to such installation. The residents are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that the resident and the Housing Authority agree to follow. The conditions listed below will only become effective if the resident wish to install a satellite dish or receiving antenna.

Number and Size

The resident may install only one satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive, but not transmit signals.

Location

Location of the satellite dish or antenna is limited to (1) inside the resident's dwelling, or (2) in an area outside the resident's dwelling such as a balcony, patio, yard, etc. of which the resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to the resident for the resident's exclusive use.

Safety and Non-Interference

Installation (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle in the premises. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within the resident leased premises (such as a balcony or patio railing); or (3) any other method approved by us. No other methods are allowed. The resident may not drill any holes in the building or other improvements. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception. The resident must notify us immediately if a building condition exists which could impair the safe installation of the resident's satellite dish or antenna.

Signal Transmission From Exterior Dish or Antenna to Interior of Dwelling

Under the FCC order, the resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If the satellite dish or antenna is located outside the dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of the dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or "flat" cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car

antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us. Owner shall not be responsible for any safety issues that may result from these methods of installation.

Maintenance

The resident will have the sole responsibility for maintaining the satellite dish, antenna, and all related equipment.

Removal and Damages

The resident must remove the satellite or antenna and other related equipment when the resident moves out of the dwelling. The resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of the satellite dish, antenna or related equipment.

Appendix O DEFINITIONS

Low-Rent Public Housing

Abandonment

Means absence of the resident from the dwelling, without notice to the owner, in excess of fourteen (14) days; providing such absence occurs after rent for the dwelling unit is delinquent.

ACC Expiration Date

The last day of the term during which a particular public housing development is subject to all or any of the provisions of the Annual Contributions Contract (ACC). The ACC term for a particular development expires at the latest of:

1. The end of the "Debt Service Completion Date," which is the last day of a one-year period beginning with, and inclusive of, the last debt service Annual Contribution Date for the development, as determined under the ACC (e.g., if the last debt service Annual Contribution Date is June 15, 1983, the one-year period continues through the end of the day on June 14, 1984, which is the debt Service Completion Date); or
2. The end of the date of full repayment of any indebtedness of the HACSM to the Federal government in connection with the development; or
3. The end of the last date of an extension of the term of the ACC provisions related to development operation, as effected under 24 CFR, Sections 969.105, Extension of ACC Upon Payment of Operating Subsidy, or 969.106, ACC Extension in Absence of Current Operating Subsidy.

Accessible

1. When used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical disabilities. The phrase "accessible to and usable by" is synonymous with accessible.
2. When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical disabilities.
3. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR, Part 8, Section 8.32, is "accessible" within the meaning of this paragraph 2.
4. When a unit in an existing facility which is being made accessible as a result of alterations is intended for use by a specific qualified individual with disabilities (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

Accessible Route

A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32. An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

Adaptability

The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without disabilities, or to accommodate the needs of persons with different types or degrees of disability. For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed, but the alarms need not be installed until such time as the unit is made ready for occupancy by a hearing-impaired person.

Adjusted Income

means Annual Income less the following allowances, determined in accordance with HUD instructions:

1. \$480 for each Dependent;
2. \$400 for any Elderly Family;
3. For any family that is not an Elderly Family or disabled family, but has a member other than the head of household or spouse, Handicapped/Disabled Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older, as a result of the assistance to the Disabled Person;
4. For any Elderly or Disabled Family,
 - a. That has no disability assistance expenses, an allowance for Medical Expenses, equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
 - b. That has Disability Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Disability Assistance expenses computed in accordance with paragraph 3, above, plus an allowance for medical expenses, that is equal to the Family's Medical Expenses;
 - c. That has Disability Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses, that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and
5. Child Care Expenses; or
In the case of families assisted by Indian housing authorities, the greater of:
 - (1) Child care expenses; or
 - (2) Excessive travel expenses, not to exceed \$25 per family per week, for employment or education related travel.

Adult (Drug-Related and Criminal Activity)

A person who is 18 years of age or older, or has been convicted of a crime as an adult under any Federal, State or Tribal law

Annual Contributions Contract

A contract under the Housing Act of 1937, as amended, between HUD and the HACSM, containing the terms and conditions under which the Department assists the HACSM in providing decent, safe, and sanitary housing for low-income families. The ACC must be in a form prescribed by HUD, under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing development under the Act, and the HACSM agrees to develop, modernize, and operate the development in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and procedures.

Annual Income

1. Annual Income means all amounts, monetary or not, which:
 - a. Are received by, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - c. Which are not specifically excluded in this section.
 - d. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
2. Annual Income includes, but is not limited to:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - b. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used as deductions in determining the net income. An allowance for depreciation is permitted only as authorized in the paragraph immediately above this paragraph. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets, or a percentage of the value of such Assets, based on the current passbook savings rate, as determined by HUD;
 - d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective

- monthly amounts for the delayed start of a periodic amount (except as provided under Annual Income exclusions);
- e. Payments in lieu of earnings, such as unemployment and disability compensation, Workers' Compensation and severance pay (but see the paragraph on lump sum additions to family assets, below.)
 - f. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities, and such amount is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (2) The maximum amount that the Welfare Assistance Agency could in fact allow the family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
 - g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
 - h. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph below, on special pay to an Armed Forces person exposed to hostile fire).
3. Annual Income does not include the following (**Exclusions**):
- a. Income from the employment of children (including foster children) under the age of 18 years;
 - b. Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
 - c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation), capital gains and settlement for personal or property losses; (but see the paragraph on payments in lieu of earnings, above).
 - d. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - e. Income of a Live-In Aide, as defined in the regulations, who is a person who resides with an Elderly or Disabled who:
 - (1) Is determined to be essential to the care and well-being of the Person(s);
 - (2) Is not obligated for the support of the Person(s); and
 - (3) Would not be living in the unit except to provide the necessary supportive services.
 - f. The full amount of student financial assistance paid directly to the student or to the educational institution;
 - g. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
 - h. Amounts received under training programs funded by HUD;
 - i. 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); or
- j. Amounts received by a participant in other publicly assisted programs which are specifically for , or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.), and which are made solely to allow participation in a specific program;
 - k. *A resident service stipend.* A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HACSM, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. The resident services stipend exclusion extends to amounts received by residents who service on the HACSM's governing board. No Resident may receive more than one such stipend during the same period of time;
 - l. 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;
 - m. Temporary, nonrecurring or sporadic income (including gifts);
 - n. 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;
 - o. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - p. Adoption assistance payments in excess of \$480 per adopted child;
 - q. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts;
 - r. 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;
 - s. 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;
 - t. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937, including the following:
 - (1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)];
 - (2) Payment to volunteers under the Domestic Volunteer Service Act of 1973. [42 USC § 5044(g), § 5058];
 - (3) Payments received under the Alaska Native Claims Settlement Act. [43 USC § 1626(c)];
 - (4) Income derived from certain sub-marginal land of the United States, that is held

- in trust for certain Indian tribes. [25 USC § 459(e)];
- (5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. [42 USC § 8624(f)];
 - (6) Payments received under programs funded in whole or in part under the Job Training Partnerships Act. [29 USC § 1552(b)];
 - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504];
 - (8) The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Court of Claims [25 USC § 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of the Interior. [25 USC § 117b, 1407];
 - (9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087uu]. Since Pell Grants are funded under Title IV, HACSMs should exclude the **full** value of any Pell Grant. These changes are effective 10-1-92;
 - (10) Payments received from programs funded under Title V of the Older Americans Act of 1965. [42 USC § 3056(f)];
 - (11) Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the "In Re Agent Orange product" liability litigation. [M.D.L. No. 381 (E.D.N.Y.)];
 - (12) Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785];
 - (13) 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 USC § 9858q]. This change was effective November 4, 1992;
 - (14) Earned Income Tax Credit (EITC) refund payments received after January 1, 1991. [USC § 32(j)];
 - (15) Deferred Periodic Payments of Social Security and Supplemental Security Income (SSI) received after October 28, 1992. This lump sum payment may represent the accumulation of periodic payments from a preceding period. Collections activity on deferred periodic payments regardless of when they were received. See Notice PIH 93-11 issued March 16, 1993;
 - (16) Holocaust reparations received after April 23, 1993. [42 USC § 1437a, § 1437d, § 1437n and § 3535(d)].
 - (17) Income excluded as outlined in HACSM policies.
4. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Applicant

A person or a family that has applied for housing assistance.

Application for Admission

A written form, completed in accordance with HACSM requirements, signed by the applicant, and submitted to the HACSM. The purpose of the application is to determine whether the applicant is eligible for Public Housing.

Auxiliary Aids

Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. For example, auxiliary aids for persons with impaired vision may include readers, Brailled materials, audio recordings, and other similar services and devices. Auxiliary aids for persons with impaired hearing may include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), interpreters, note takers, written materials, and other similar services and devices.

Building Entrance on an Accessible Route

An accessible entrance to a building that is connected by an accessible route to public transportation stops, to accessible parking and passenger loading zones, or to public streets or sidewalks, if available. A building that complies with ANSI A117.1-1986 or a comparable standard complies with the requirements of this paragraph.

Check-meter

A device for measuring Utility consumption within each individual dwelling unit where the Utility Service is supplied to the HACSM through a Master-meter System. The HACSM pays the Utility Supplier of the Utility Service on the basis of the Master-meter readings and uses the Check-meter to determine whether and to what extent the Utility consumption of each dwelling unit is in excess of the Allowance for HACSM-Furnished Utilities.

Child

A member of the family, other than the family head or spouse, who is under 18 years of age. For continued assistance under Restrictions on Assistance to Non-citizens only: Biological or adopted children only. Stepchildren (not related to either the head of the household or the spouse) and guardianship of minors (either formal or informal) are excluded.

Child Care Expenses

Amounts anticipated being paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be 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 child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Ceiling Rent

An amount of rent established in accordance with HUD requirements which has to be equal to or greater than operating costs. Families whose adjusted monthly income TTP of 30% exceeds the

ceiling rent, pay only the established ceiling rent.

Citizen

A citizen (by birth or naturalization) or national of the United States.

Common Use Areas

Rooms, spaces or elements inside or outside of a building that are made available for the use of residents of a building or the guests thereof. These areas include hallways, lounges, lobbies, laundry rooms, refuse rooms, mail rooms, recreational areas and passageways among and between buildings.

Community Service

The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, or/and increase the self-responsibility of the resident within the community in which the resident resides.

Complainant

Any resident whose grievance is presented to the HACSM or at the development management office in accordance with 24 CFR 966.54, Informal Settlement of Grievance, and 966.55(a), Request for a Hearing.

Continued Assistance Family

This is a mixed family who meets all the following requirements:

1. The family was receiving assistance under a Section 214 covered program on June 19,1995; and
2. whose head of the household or spouse has eligible immigration status according to the requirements of the restrictions on assistance to non-citizens; and
3. the family does not include any person (who does not have eligible immigration status) other than:
 - The head of the household;
 - Any spouse of the head of the household;
 - Any parents of the head of the household;
 - Any parents of the spouse;
 - Any children of the head of the household or spouse.
 - This does not define “family” for purposes of eligibility at the HACSM (see “Family” in this Definitions section).

Controlled Substance

Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Covered Families

Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal State or local law requires that a member of

the family must participate in an economic self-sufficiency program as a condition of such assistance.

Covered Person (Drug-Related and Criminal Activity)

A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently Engaging In Illegal Use of a Drug

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.

Decent, Safe and Sanitary Housing (In Good Repair)

Housing is decent, safe, sanitary and in good repair if the requirements of 982.401 are met (Housing Quality Standards) and the Uniform Physical Condition Standards implemented by HUD in September of 1998 are met.

Dependent

A member of the Family (except foster children and foster adults) other than the Family head or spouse, who is under eighteen (18) years of age, or is a person with a disability, or is a full-time student.

Deposit (Security)

Means an amount of currency, or an instrument delivered to the owner by the resident as a pledge to abide by terms or conditions of the rental agreement.

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.

Disabled Family

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act; 42 U.S.C. 6001 (7). Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning

of "blindness" as defined in the Social Security Act), inability by reason of such blindness to engage in substantial gainful activity in which he/she has previously engaged with some regularity and over a period of time.

Disabled Person (or "Person with a Disability")

This definition no longer includes any person whose "disability" is solely related to drug or alcohol dependency.

Disallowance

An exclusion from annual income.

Discriminatory Housing Practice

An act that is unlawful under Section 804, 805, 806, or 818 of the Fair Housing Act.

Displaced Person/Family

A person or family in which each member, or whose sole member, is 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.

Drug

A controlled substance as defined in section 102 of the Controlled Substances Act.

Drug Abuse Treatment Facility

An entity:

- a. That holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to illegal drug use; and
- b. That is either an identified unit within a general care facility; or an entity other than a general medical care facility.

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute or use the drug.

Dwelling

Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Earned Income

Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. (See 24 CFR 5.609.) Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a HACSM on behalf of a participating family.

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 job training, employment counseling, work placement, basic skills training, education, English proficiency, 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 Person/Family

A person or family whose head or spouse, or sole member is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elements of Due Process

Means an eviction action or termination of tenancy in a State or local court in which the following safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction.
2. Opportunity for the resident to examine all relevant documents, records and regulations of the HACSM, prior to the trial, for the purpose of preparing a defense.
3. Right of the resident to be represented by counsel.
4. Opportunity for the resident to refute the evidence presented by the HACSM, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which the resident may have.
5. A decision on the merits.

Elevated Blood Lead Level

Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Eligible Families

Current residents of public housing and applicants who have been screened and notified they are eligible but a unit is yet unavailable for them.

Emergency Condition

A situation in which failure to supply immediate relief would pose a serious threat to the life, health, or safety of the applicant for admission.

Escrow Deposit

An amount in dispute with respect to rent or other charges which must be paid by the family and held by the HACSM pending resolution of a grievance. Escrows are not required for families requesting minimum rent hardship exemption or contesting a reduction in welfare benefits.

Evidence of Citizenship or Eligible Immigration Status

The documents which must be submitted to evidence citizenship or eligible immigration status.

Extremely Low-Income Family

A family whose income falls at or below thirty percent (30%) of the median income for the jurisdiction in which they reside. HUD may adjust the very low-income limit for smaller or larger families or because of unusually high or low family incomes.

Eviction

Means any action initiated by the owner to regain possession of a dwelling unit and use of the premises.

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. 3600-3620).

Familial Status

One or more individuals (who have not attained the age of 18 years) being domiciled with:

1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status apply to any person who is pregnant, or is in the process of securing legal custody of any individual who has not attained the age of the 18 years.

Family

"Family" includes, but is not limited to:

1. Two or more persons who intend to share a residency whose income and resources are available to meet the family's needs and who have a history as a family unit or have evidence of a stable relationship for at least one year if not legally married. Evidence of a "stable relationship" may include any of the following: birth certificate of the children, joint tax returns, prior lease, joint bank accounts, insurance policies, informal marriage certificates or equivalent documentation.
2. A group of persons living together, related by blood, marriage or operation of law;
3. A common-law husband or wife, as recognized under State law;
4. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members;
5. An elderly person;
6. A disabled person;
7. A displaced person;
8. The remaining member of a resident family; and
9. A single person who is not an elderly or displaced person or a person with disabilities, or the remaining member of a resident family.

Family Income

Means monthly income as defined in HUD regulations, i.e., annual income divided by 12.

Family Project (Family Development/General Occupancy Development)

Any development assisted under Section 9 of the U.S. Housing Act of 1937, which is not an elderly development. For this purpose, an elderly development is one which was designated for occupancy by the elderly at its inception (and has retained that character) or, although not so designated, for which the HACSM gives preferences in tenant selection (with HUD approval) for all units in the development to elderly families. A building within a mixed-use development which meets these qualifications shall, for the purposes of 24 CFR, Part 965, Subpart H, Lead-Based Paint Poisoning Prevention, be excluded from any family development. Zero bedroom units, for the purposes of Subpart H, are excluded from any family development.

Federal Preference

Federal preferences have been permanently eliminated by the Quality Housing and Work Responsibility Act of 1998. However, the language and criteria of the former Federal preferences may be retained or adopted by the HACSM as their local preferences. Therefore these definitions remain without the reference to “Federal”. Means a resident selection preference for admission of applicant families that are any of the following:

1. Involuntarily displaced;
2. Living in substandard housing (including families that are homeless or living in a shelter for the homeless);
3. Paying more than 50 percent of family income for rent.

Federally Assisted Housing (Drug-Related and Criminal Activity)

1. Public housing;
2. Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937;
3. Housing that is assisted under Section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing Act;
4. Housing that is assisted under Section 202 of the Housing Act of 1959, as such section existed before enactment of the National Affordable Housing Act;
5. Housing that is assisted under Section 811 of the National Affordable Housing Act;
6. Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act that bears interest at a rate determined under the proviso of section 221(d)(5) of such Act;
7. Housing insured, assisted or held by HUD or by a State or local agency under section 236 of the National Housing Act;
8. Housing assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949.

Flat Rent

A rent established for public housing units which is based on market rent. For family units, the flat rent must be at least equal to 75% of the HACSM’s operating cost and 100% of operating cost for elderly/disabled units. The amount must not be a deterrent to family economic self-sufficiency, but may include a reserve for repairs.

Full-time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with or without a diploma or certificate program, as well as an institution offering a college degree.

Good Faith

Means honesty in fact, in the conduct of the transaction concerned, as evidenced by all surrounding circumstances.

Grievance

Any dispute which a resident may have with respect to HACSM action or failure to act in accordance with the individual resident's lease, or HACSM regulations which adversely affect the individual resident's rights, duties, welfare, or status.

Guest (Drug Related or Criminal Activity)

A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of 966 and 982 apply to these guests.

Handicap/Disability

With respect to a person, a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of having such an impairment, or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act; 21 U.S.C. 802). For the purpose of 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act, an individual shall not be considered to have a disability solely because that individual is a transvestite (a person, especially a male, who dresses in the clothing of the opposite sex for psychological reasons).

Handicapped/Disabled 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.

Handicapped/Disabled Person

A person having a physical or mental impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes the person's ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

Has a Record of Such an Impairment

As used in the definition of Disability, means has a history of, or has been mis-classified as having, a mental or physical impairment that substantially limits one or more major life activities.

Head of Household

The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Hearing Officer/Hearing Panel

A person/panel selected in accordance with 24 CFR, Part 966, Section 966.55, Procedures to Obtain a Hearing, to hear grievances and render a decision with respect thereto.

Household (Drug-Related and Criminal Activity)

The family and HACSM-approved live-in aide.

Housing Agency (HA)

A State, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" has been replaced by the term "HACSM" (Public Housing Agency) and no longer includes an Indian Housing Authority (IHA).

Housing Assistance Limitation for Single Persons

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family may not be provided public housing and other project-based assistance in a housing unit with two or more bedrooms.

Housing Manager/Assistant Housing Manager

A Housing Manager is any person who, irrespective of title, is responsible for the day-to-day management and operation, which may include the supervision of employees, of a low-income housing development or developments. An Assistant Housing Manager is any person who, irrespective of title, is responsible for assisting a Housing Manager in performing his/her managerial responsibilities.

Housing Provider (Responsible Entity)

1. The owner or manager of the housing facility;
2. The owner or manager of the common and public use areas of a housing facility, when the dwelling units are individually owned;
3. The term "housing provider" may include any person or entity which operates a housing facility. The term "housing provider" includes any person or entity which represents the property owners of a community in their housing interest, including homeowners or resident associations, whether or not there is common ownership operation of any portion of a community.

Housing Subsidies

Means assistance to meet the costs and expenses of temporary shelter, rental housing or homeownership, including rent, mortgage or utility payments.

HUD

The Department of Housing and Urban Development or its designated officer or employee.

HUD Field Office

Any HUD Office which has been delegated authority under the U.S. Housing Act of 1937 to perform functions pertaining to the area in which the HACSM is located.

Imputed Welfare Income

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

Income Limits

HUD establishes Very Low-Income and Low-Income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Income-Based Rent

An amount based on the projected family income for the subsequent 12 month period.

Indian

Any person recognized as being an Indian or Alaska Native by an Indian tribe, the Federal Government, or any State.

Individual With Disability

A person having a physical or mental impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

INS

The U.S. Immigration and Naturalization Service.

Is Regarded as Having an Impairment

As used in the definition of Disability, means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by another person as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined under the definition of "physical or mental

impairment," below, but is treated by another person as having such an impairment.

Law Enforcement Agency

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

Lead-Based Paint

A paint surface, whether or not defective, identified as having a lead content greater than or equal to one microgram of lead per square centimeter (one centimeter is slightly more than three-eighths of an inch).

Live-In Aide

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

1. Is determined by the HACSM to be essential to the care and well-being of the person or persons;
2. Is not obligated for support of the person or persons, and
3. Would not be living in the unit except to provide necessary supportive services. (See the definition of Annual Income for treatment of a Live-In Aid's income.)

Local Preference

A preference used by the HACSM to select among applicant families.

Location (or Site)

A term used to identify units located in any common geographical area. It may be a development, a portion of a development, two or more developments, or an entire development plus one or more portions of another development. If the units are divided by a major architectural or topographical barrier, such as a freeway, stream or retaining wall, which substantially impairs mutual access, the separated units constitute separate locations or sites.

Low-Income Family

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low-income family.

Major Life Activities

As used in the definition of Disability, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Management Contract

A written agreement between a resident management corporation and a HACSM, as provided by 24 CFR 964.35, Management Responsibilities.

Marriage

Marriage certified by a formal marriage license, or an informal marriage, as may be specified in State or local laws or regulations.

Master-Meter System

A Utility distribution system in which a HACSM is supplied Utility Service by a Utility supplier, through a system meter or meters, and distributes the Utility Service to its residents.

Maximum Rent

The Maximum rent is based on the value of the 95th percentile of the total tenant payment for each tenant with the HACSM and it is used to calculate pro-rata rent for tenants who are not eligible for full assistance due to restrictions on assistance to non-citizens.

Medical Expenses

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (Medical expenses are allowable only for Elderly or Disabled Families.)

Minimum Rent

An amount of rent to be paid by each family as directed by HUD and determined by the HACSM. The minimum rent amount must be established between \$00.00 and \$50.00 and includes the utility allowance. Hardship exemptions as outlined in the Admissions and Continued Occupancy Policy and Dwelling Lease apply.

Minor

A person who is under the age of legal competence, unless otherwise determined by State Law.

Mixed Family

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Mixed Population Project

A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception the HACSM has obtained HUD approval to give preference in Tenant Selection for all units in the project (or portion of project) to elderly families and disabled families. These projects formerly were known as elderly projects.

Monthly Adjusted Income

One-twelfth of Adjusted Income.

Monthly Income

One-twelfth of Annual Income.

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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near-Elderly Person/Family

A person or family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Net Family Assets

1. 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 home-ownership programs.
2. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
3. 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.
4. In determining Net Family Assets, the HACSM shall include the value of any assets disposed of by an applicant or resident for less than fair market value, (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program, or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

Non-citizen

A person who is neither a citizen nor a national of the United States.

Normal Wear and Tear

Means deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner by the resident, members of the resident's household, or by his/her invitees or guests. However, uncleanliness does not constitute normal wear and tear.

Occupancy Standards

Standards that the HACSM establishes for determining the number of bedrooms for families of different sizes and compositions.

Older Persons

Persons 55 years of age or older.

Other Person Under the Tenant’s Control, for the Purposes of the Definition of Covered Person (Drug-Related and Criminal Activity)

The person, although not staying as a guest (as defined under “guest”) in the unit, is, or was at the time of the activity in question, on the premises (as defined under “premises”) because of an invitation *express or implied* 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*.

Over-Income Family

An individual or family who is not a low-income family at the time of initial occupancy. An individual or family whose annual income for eligibility purposes exceeds 80% of the median income for the HACSM’s area of operation.

Participant

Has the following meaning for the programs referred to in the regulations.

1. Part 960: a resident under the program.
2. Part 905: a resident or home buyer under the program.

Partnership Process

A specific and ongoing process that is designed to ensure that residents, resident groups, and the HACSM work in a cooperative and collaborative manner to develop, implement and monitor the CIAP or CGP. At a minimum, a HACSM shall ensure that the partnership process incorporates full resident participation in each of the required program components.

Person in the Business of Selling or Renting Dwellings

means any person who:

1. Within the preceding twelve (12) months, has participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein;
2. Within the preceding twelve months, has participated as agent, other than in the sale or his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein; or
3. Is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

HACSMS (Public Housing Assessment Program)

The revised assessment program for public housing authorities which became effective October 1, 1998, and applies first to housing authorities with fiscal years ending September 30, 1999.

Physical or Mental Impairment

As used in the definition of Disability, includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculo-skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive;

- digestive; Genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Police Officer

A person determined by the HACSM to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.

Preference Over Single Persons

The following preference has been eliminated unless the HACSM specifically adopts this preference locally: An applicant that is a one-or two-person elderly, disabled or displaced family, must be given a preference over an applicant that is a single person who is not an elderly, displaced person, or a person with disabilities, regardless of the applicant's local preferences.

Premises

Means facilities, appurtenances, areas and other facilities held out for use of the resident, or whose use is promised to the resident coincidental with occupancy of a dwelling unit. For purposes of Drug-Related and Criminal Activity, premises means the building or complex or development in which the public housing unit is located, including common areas and grounds.

Processing Entity

The person or entity that, under any of the programs covered under 24 CFR, Part 5.210-5.238, is responsible for making eligibility and related determinations and any income reexaminations.

Project (Development)

Includes any of the following that meet the requirements of 24 CFR, Part 964, Resident Participation and Management in Public Housing:

1. One or more contiguous buildings;
2. An area of contiguous row houses;
3. Scattered site buildings.

The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Project (Development) for the Elderly or Disabled (24 CFR, Section 942.3)

Means any development assisted under the United States Housing Act of 1937 (other than under Section 8 or Section 17 of the Act), including any building within a mixed-use development, that

was designated for occupancy by the elderly or disabled at its inception, or, although not so designated, for which the HACSM gives preference in Tenant Selection (with HUD approval) for all units in the development (or for a building within a mixed-use development) to elderly or disabled families. For the purposes of 24 CFR, Part 942, Pet Ownership in Public Housing for the Elderly or Disabled, this term does not include developments assisted under the Low-Rent Housing Home Ownership Opportunity program--Turnkey III; 24 CFR, Part 5.300 et al, or under Title II of the U.S. Housing Act of 1937--Indian Housing; 24 CFR, Part 905.

Public Housing Agency (HACSM)

Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in, or to assist in the development or operation of low-income housing. For the purposes of 24 CFR, Part 942, Resident Participation and Management in Public Housing, the term Public Housing Agency does not include Indian Housing Authorities.

Public Use Areas:

Interior or exterior rooms or spaces of a building that are made available to the general public. Public use may be provided at a building that is privately or publicly owned.

Qualified Individual With Disabilities

1. With respect to employment, an individual with disabilities who, with reasonable accommodation, can perform the essential functions of the job in question; and
2. With respect to any non employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an Individual With Disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or
3. With respect to any other non employment program or activity, an Individual With Disabilities who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
4. Essential eligibility requirements include stated eligibility requirements, such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety, in the absence of necessary supportive services, may be "qualified" for occupancy in a development where such supportive services are provided by the recipient as part of the assisted program. The person may not be "qualified" for a development lacking such services.

Reasonable Accommodation

Means making alterations or adaption to provide access to otherwise qualified individuals with disabilities, in the use of the program and facilities, without causing undue hardship or

substantially altering the program or activity.

Remaining Member of a Resident Family

Means a person who was a member of a household occupying a HACSM dwelling unit, and who remains in the unit after other members of the household have departed, usually because of marriage, separation, divorce, death, or long-term illness requiring placement in a nursing home or other facility.

Residency Preference

A HACSM preference for admission of families that reside anywhere in a specified area (residency preference area).

Residency Preference Area

The specified area where families must reside to qualify for a residency preference.

Resident

Means a person entitled, under a rental agreement, to occupy a dwelling unit in peaceful possession, to the exclusion of others, and includes the owner of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home.

Resident Council

An incorporated or unincorporated non profit organization or association that meets each of the following requirements:

1. It must be representative of the residents it purports to represent.
2. It may represent residents in more than one development or in all of the developments of a HACSM, but it must fairly represent residents from each development that it represents.
3. It must adopt written procedures providing for the election of specific officers on a regular basis (but at least once every three years).
4. It must have a democratically elected governing board. The voting membership of the board must consist of residents of the development or developments that the resident organization or resident council represents.

Resident Groups

Democratically elected resident groups such as HACSM-wide resident groups, area-wide resident groups, single development resident groups, or RMCs.

Resident Management

The performance of one or more management activities for one or more developments by a resident management corporation under a management contract with the HACSM.

Resident Management Corporation

The entity that proposes to enter into, or enters into, a management contract with a HACSM that meets the requirements of 24 CFR, Part 964, Subpart C, Resident Management Under Section 20 of the U.S. Housing Act of 1937. The corporation must have each of the following

characteristics:

1. It must be a non profit organization that is incorporated under the laws of the State in which it is located.
2. It may be established by more than one resident organization or resident council, so long as each such organization or council (a) approves the establishment of the corporation and (b) has representation on the Board of Directors of the corporation.
3. It must have an elected Board of Directors.
4. Its bylaws must require the Board of Directors to include representatives of each resident organization or resident council involved in establishing the corporation.
5. Its voting members must be residents of the development or developments it manages.
6. It must be approved by the resident council. If there is no council, a majority of the households of the development must approve the establishment of such an organization to determine the feasibility of establishing a corporation to manage the development.
7. It may serve as both the resident management corporation and the resident council, so long as the corporation meets the requirements of 24 CFR, Part 964, for a resident council.

Responsible Entity

The HACSM administering the low-income public housing program under an ACC with HUD.

Retail Service

Purchase of utility service by HACSM residents directly from the utility supplier.

Section 214

Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a). Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

Section 214 Covered Programs

Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437-1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C. 1715z-1) and Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. 1701s).

Section 504

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, as it applies to programs or activities receiving Federal financial assistance.

Single Person

A person who lives alone, or intends to live alone, and who does not qualify as an Elderly Family, a Displaced Person, or the Remaining Member of a Resident Family.

Social Security Number

The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration. The Social Security Number has nine digits separated by

hyphens, as follows: 000-00-0000. It does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary under the Social Security System.

Special Admission

Admission of an applicant that is not on the HACSM waiting list, or without considering the applicant's waiting list position.

Specified Welfare Benefit Reduction

A reduction of welfare benefits, 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. It does not include a reduction or termination of welfare benefits by the welfare agency:

1. at 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;
3. because a family member has not complied with other welfare agency requirements.

Spouse

Means the husband or wife of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-head.” “Co-head” is a term recognized by some HUD programs, but not in public and Indian housing programs. This definition applies to Restrictions on Assistance to Non-citizens.

Standard, Permanent Replacement Housing

1. For the purposes of an applicant qualifying for a preference, Standard, Permanent Replacement Housing is housing:
 - a. That is decent, safe, and sanitary;
 - b. That is adequate for the family size; and
 - c. That the family is occupying pursuant to a lease or occupancy agreement.
2. Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence, or Homeless Families, and in the case of domestic violence, referred to under the definition of Involuntary Displacement, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

Statement of Family Responsibility

An agreement, in the form prescribed by HUD, between the HACSM and a Family to be assisted under the Program, stating the obligations and responsibilities of the two parties.

Surcharge

The amount charged to residents for the consumption of Utilities in excess of a reasonable

allowance therefore, based on Utility use determined by means of a check-meter. The amount charged by the HACSM to a resident, in addition to the Tenant Rent, for the consumption of Utilities in excess of the Allowance for HACSM-Furnished Utilities, or for estimated consumption attributable to Resident-owned major appliances, or to optional functions, such as air conditioning, of HACSM-furnished equipment. Surcharges calculated pursuant to Section 965.477(b), based on estimated consumption where check-meters have not been installed, are referred to as "Scheduled Surcharges."

Tenant (Resident)

Any lessee or the remaining head of the household of any resident family residing in HACSM-owned or leased housing accommodations.

Tenant (Resident) Participation

A process of consultation between residents and the HACSM concerning matters affecting the management of public housing, as a means of providing residents with information about HACSM plans and decisions and affording them opportunities to make comments and recommendations, on an advisory basis, about those plans and decisions.

Tenant Rent

1. The amount payable monthly by the Family as rent to the HACSM.
2. Where all utilities (except telephone & cable) and other essential housing services are supplied by the HACSM, Tenant Rent equals Total Tenant Payment.
3. Where some or all utilities (except telephone & cable) and other essential housing services are not supplied by the HACSM, and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Allowance for Tenant-Purchased Utilities.

Term

Means the period of occupancy specified in the rental agreement. Effective April 28, 2000, the term of the lease agreement for public housing units is 12 months and automatically renewable except for non-compliance with the community service requirement.

Total Tenant Payment

1. Total Tenant Payment for families whose initial lease was effective on or after August 1, 1982:
Total Tenant Payment is the amount calculated under section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)). Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:
 - a. 30 percent of Monthly Adjusted Income;
 - b. 10 percent of Monthly Income; or
 - c. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph (C) of section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)(C)) shall be the amount resulting from one application of the percentage.
 - d. A minimum of \$50.00, was adopted by the HACSM.

2. Total Tenant Payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
3. 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 (contained in the April 1, 1995 edition of 24 CFR, parts 900 to 1699), will continue to govern the total Tenant Payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.
4. Mutual help home ownership developments.
Paragraphs 1 of this section shall not apply to Mutual Help Home ownership developments (see 24 CFR, Part 905, Section 905.416).
5. Total Tenant Payment does not include any Surcharge or other miscellaneous charges.

Unit Size

Unit size or size of unit refers to the number of bedrooms in a dwelling unit.

Utility Allowance

If the cost of utilities (except telephone & cable) 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, and amount equal to the estimate made or approved by the HACSM or HUD, 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.

Utility Reimbursement

Where applicable, the utility reimbursement shall be paid to the family in the manner provided in the pertinent program regulations. A HACSM or owner may pay the utility reimbursement directly to the utility company without the consent of the family; however, the HACSM must advise the family of the amount paid.

Very Low-Income Family

1. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
2. HUD may establish income limits higher or lower than 50 percent of the median income for the area, on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran

1. Means any person honorably discharged from the Armed Forces of the United States, who serviced in World War I, between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II, on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict; Lebanon Crisis; Berlin Crisis; the Congo; the Dominican Republic, and Vietnam.
2. "Veteran" does not include a person enlisted and accepted for active training only for a period of six (6) months or less.

Violent Criminal Activity

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

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.