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## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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

### **1.0 FAIR HOUSING**

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

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

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

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

### **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Concord Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be

possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Concord Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Concord Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

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

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

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

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

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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Concord Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Concord Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Concord Housing Authority's business is housing. If the request would alter the fundamental business that the Concord Housing Authority conducts, that would not be reasonable. For instance, the Concord Housing Authority would deny a request to have the Concord Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Concord Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Concord Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Concord Housing Authority's programs or services.

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

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

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

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

### **3.0 ACCESSIBILITY IN COMMUNICATION**

CHA will ask all applicants if they require any type of accommodations in the application or admission process. CHA works to ensure that its application and admissions process is accessible and understandable by applicants with disabilities. Documents will be made accessible in large type for vision impaired applicants. Sign language interpreters can be provided for hearing impaired applicants. If an applicant is not able to read, staff will read and explain orally anything that they would normally hand to an applicant to be read or filled out. In order to be added to the waitlist, applicants must provide a mailing address. In order to remain on the waitlist, applicants must keep this address current with CHA.

### **4.0 FAMILY OUTREACH**

When a property is initially leased, or when available units cannot be filled from applicants on a waiting list, or no waiting list exists, the Concord Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

All activities will meet the Affirmative Fair Housing Marketing Plan which will be reviewed every five years and updated as needed to ensure compliance with 24 CFR 200.620.

### **5.0 RIGHT TO PRIVACY**

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

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

### **6.0 REQUIRED POSTINGS**

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



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

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at the Concord Housing Authority office located at 23 Green Street, Concord.

Applications must be picked up at the Main Office identified above or may be mailed out when a self-addressed stamped envelope is sent requesting an application. Applications can be downloaded from the web at [www.concordha.com](http://www.concordha.com), as technology permits. Completed application forms with original signature(s) may be mailed or delivered to the Main Office. Generic applications for housing will not be accepted.

The completed application will be dated and time stamped upon its receipt at Concord Housing Authority. An application is “complete” when it contains, at

minimum, household composition, date of birth for all members of the family, a mailing address, income information and original signatures for all adults listed on the application.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Concord Housing Authority to make special arrangements.

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

Upon receipt of the family's pre-application, the Concord Housing Authority will make a preliminary determination of eligibility based on the unverified information provided by the applicant. The Concord Housing Authority will notify the family in writing of placement on the waiting list, and the approximate wait before housing may be offered.

If the Concord Housing Authority determines the family to be ineligible, the rejection notice will state the reasons thereof and will offer the family the opportunity of an informal review of the determination. See Section 8.4 for details on rejection from the waitlist.

The applicant will report changes in their applicant status including changes in family composition, mailing address, income, and preference factors in writing. The Concord Housing Authority will update the applicant's file and will update their place on the waiting list after such changes are received in writing

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Concord Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program. Verifications older than ninety(90) days upon applicant family admission must be resent.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are six eligibility requirements for admission to public housing:

- Household meets CHA's definition of family;
- Household's annual income may not exceed the applicable income as

- published by HUD;
- Household meets the documentation requirements of citizenship or eligible immigration status;
- Household members provide Social Security number verification;
- Signature of applicable consent forms by all family members age 18 and older;
- Household members meet CHA's screening criteria, including criminal background check.

## 8.2 ELIGIBILITY CRITERIA

A. **Definition of Family:** An applicant must meet at least one condition as described below to be defined as a family.

1. A **family** is either a single person or group of persons with or without children.
  - a. Provided proper documentation is supplied, children temporarily absent from the home due to placement in foster care are considered family members;
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size, but are not considered family members for determining income limit;
  - c. Provided proper documentation is supplied, at least fifty percent (50%) custody needs to be shown for a child to be considered a family member.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:

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

4. **A disabled family**, which is:

- a. For purposes of qualifying for public housing, a person with disabilities is a person who meets at least one of the following three definitions:
  - I. Has a disability as defined under Section 223 of the Social Security Act.
  - II. Has a physical, mental, or emotional handicap which is expected to be of long and indefinite duration, impedes but does not prevent his/her ability to live independently, and is of such a nature that the person's ability to live independently could be improved by more suitable housing.
  - III. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance Bill of Rights Act.
  - IV. Person's disability is not based solely on drug or alcohol dependence.
- b. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.

5. **Full-Time Student**, which is:

- a. A person who is carrying a subject load that is considered full-time for day students under the standards of the educational institute attended; and

- b. A person that cannot be claimed by as a dependent by parents or legal guardians; and
  - c. Must have established a household separate from parents or legal guardian(s) for at least one year or meet the definition of independent student as defined by the U.S. Department of Education.
- 6. **Remaining member of a tenant family**, which is a person who is listed as member of the family on the most recent certification paperwork.
- 7. A **single person** who is not elderly, a person with disabilities, full-time student, or the remaining member of a tenant family.
- 8. A **live-in aid**, which is:
  - a. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities; and
  - b. Is determined by a qualified professional to be essential to the care and well-being of the persons; and
  - c. Not obligated for the financial support of the persons; and
  - d. Would not be living in the unit except to provide the necessary supportive services.
- 9. An **emancipated minor**, who is under the age of eighteen (18) who has been emancipated through court action to act on his/her own behalf, including the ability to execute a contract or lease.

B. **Income Eligibility:** Annual income is the anticipated total income from all sources, monetary and non-monetary, received by the family head, and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination of eligibility, exclusive of income that is temporary, non-recurring, or sporadic.

- 1. To be eligible for admission to developments or scattered-site units, the family's annual income must be equal to, or less than, the low-income limit set by HUD. This means the family income cannot exceed eighty (80) percent of the median income for the area.
- 2. At least forty (40) percent of admissions in any fiscal year must be

families whose income does not exceed the Extremely Low-Income or thirty (30) percent of the median income for the area in accordance with the basic targeting requirement set forth by HUD.

3. Applicant families with total household incomes at or below thirty (30) percent of the area median income will be ranked in Tier I of the waiting lists. Applicant families with total household incomes between 31-80% of the area median income will be ordered in Tier II of the waiting lists.
4. Income limits apply only at admission and are not applicable for continued occupancy.
5. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Concord Housing Authority.
6. If the Concord Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
7. Income limit restrictions do not apply to families transferring within our Public Housing Program.
8. The Concord Housing Authority may allow police officers that would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. **Citizenship/Eligibility Status:** To be eligible each member of the family (or the parent in the case of a minor) must sign a certification claiming status as a U.S. citizen, national, a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a (a)), or as neither a citizen nor an eligible non-citizen.

1. Family's eligibility for assistance:
  - a. A family shall not be eligible for housing assistance unless every member of the family residing in the unit is determined to be a U.S. citizen or have eligible status in the U.S., with the exception noted below;

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for prorated assistance (See Section 13.5 for calculating rents under the non-citizen rule);
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance;
- d. A family without any U.S. citizens or members with eligible immigration status is not eligible for assistance;
- e. Housing assistance is prohibited to non-citizen students and their families. This prohibition does not include citizen spouses and their children.

2. Non-citizens claiming eligible immigration status must provide all of the following evidence:

- Signed declaration of eligible immigration status;
- One of the Department of Homeland Security (formerly INS) documents specified in the rule.

D. **Social Security Number Documentation:** To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one assigned.

Acceptable documentation of Social Security Number includes:

- Original Social Security Card;
- Drivers license with Social Security Number;
- ID card issued by federal, state, or local agency, a medical insurance provider, or an employer or trade union;
- Earning statements on payroll stubs;
- Form 1099;
- Benefit award letter;
- Retirement benefit letter;
- Life Insurance policy; or
- Court orders.

E. **Signing Consent Forms:** In order to be eligible, each member of the family who is eighteen (18) years of age and older, and each family head and spouse regardless of age, shall sign all required consent forms including, but not limited to, the Release of Information/Privacy Act Notice.

The consent form will contain, at a minimum, the following:

- a. A provision authorizing HUD and the Concord Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) and/or the Earned Income Verification system (EIV) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- b. A provision authorizing HUD and the Concord Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. **Other Screening Criteria:** Concord Housing Authority will ask applicants (including new additions to the lease and live-in aides) to provide information demonstrating their ability to comply with the essential elements of the lease. The Concord Housing Authority will verify the information in a non-discriminatory fashion and in accordance with all applicable fair housing and civil rights laws. The costs for screening will not be charged to applicant families.

Such criteria include the following:

1. Screening for a history of criminal activity on the part of any applicant family member that would adversely affect the health, safety, or welfare of the other tenants. This check will be made through state and/or local law enforcement and/or court records. Where the individual has lived outside the local area within the last seven years from application, CHA will require a criminal record history from the state where the individual had lived. CHA may also request a check through the FBI's National Crime Information Center.
2. History of ability to meet financial obligations as demonstrated by a credit check of the past seven years.



3. Rental history of all adult family members for the prior seven (7) years. CHA will check landlord references at its own discretion.
  - a. Applicants with no rental history or in a situation where landlord verifications are not available may be asked to complete the Ability to Comply with Lease Terms checklist.
  
4. The home visit provides an opportunity for the family to demonstrate the ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits. CHA considers whether such habits could adversely affect the health, safety, or welfare of others. The inspection may also consider any evidence of criminal activity.
  - a. This screening method may be used when a rental history check indicates issues with maintaining decent and/or safe conditions.
  
5. A check of the State's lifetime sex offender registration program for each adult household member, including additions to lease and live-in aides. No individual registered with this program will be admitted to public housing.
  
6. CHA will consider extenuating circumstances in evaluating information obtained during the screening process to assist in determining the acceptability of an applicant for assistance.

### **8.3 GROUNDS FOR DENIAL**

The Concord Housing Authority is not required or obligated to assist applicants who do not meet any one or more of the eligibility criteria including the following:

- A. History of criminal activity by any household member involving crimes of physical violence against persons or property, has a history of habitual offenses of a criminal nature and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
  1. CHA must prohibit admission of families with members who were evicted from federally assisted housing for drug related criminal activity for three years following the date of eviction (unless the family

can demonstrate that the person who engaged in the drug related activity has been rehabilitated or is no longer a member of the household).

2. In accordance with QHWRA, CHA must prohibit admission of families whose member(s) use medical marijuana.

- B. History of disturbing neighbors or destruction of property.
- C. Have committed fraud, bribery or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from.
- D. Illegally using a controlled substance or abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Concord Housing Authority *may* waive this requirement if two or more of the following can be shown:
  1. The person demonstrates to the Concord Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol.
  2. Has successfully completed a supervised drug or alcohol rehabilitation program.
  3. Has otherwise been rehabilitated successfully; or
  4. Is participating in a supervised drug or alcohol rehabilitation program.
- E. Does not supply, within a specified time period, information or documentation required by the application process.
- F. Has failed to respond to a written request for information or a request to declare their continued interest in the program.
- G. Has a history of not meeting financial obligations, including but not limited to rent and utilities.
- H. Does not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.

- I. Currently owes rent or other amounts to any housing authority or federally funded housing program in connection with their public housing or Section 8 programs.
- J. Evicted from subsidized housing or convicted within ten (10) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- K. Evicted from rental housing, subsidized or not, within the past five (5) years.
- L. Has engaged in or threatened abusive or violent behavior towards any Concord Housing Authority staff member, contractor, subcontractor, Commissioners, or other resident.
- M. Has a household member who has ever been evicted from public housing, the certificate or Section 8 voucher program.

**Denied for Life:**

- A. If any family member has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- B. Has a lifetime registration under a State sex offender registration program.
- C. Has been convicted of fraud in any federally funded program.

**8.4 INFORMAL REVIEW**

- A. If the Concord Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Concord Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within five (5) business days of the denial. The Concord Housing Authority will describe how to obtain the informal review in the letter.

The informal review may be conducted by any person designated by the Concord Housing Authority, other than the person who made or approved the decision under review. The applicant must be given the opportunity to present written or oral objections to the Concord Housing Authority's

decision. The Concord Housing Authority must notify the applicant of the final decision within five (5) business days after the informal review.

- B. Circumstances pertaining to the reason for denial will be considered including but not limited to:
- The seriousness of the offense;
  - The effect denying tenancy would have on the applicant family;
  - The degree of participation in the offending activity by the applicant family member;
  - The effect denying tenancy would have on the non-offending household members;
  - The demand for assisted housing by persons who will adhere to lease responsibilities;
  - The extent to which the applicant household has taken responsibility and takes all reasonable steps to prevent or mitigate the offending action; and
  - The effect of the offending action on the program's integrity.
- D. The participant family may request that the Concord Housing Authority provide for an Informal Review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the INS appeal decision.

## **8.5 CONSIDERATION OF PREVIOUSLY DENIED APPLICANT FAMILIES**

CHA may begin the verification process on a new application of a previously denied applicant family that has exercised their right to an Informal Review twelve (12) months from the date of the decision of the Informal Review.

## **9.0 MANAGING THE WAITING LIST**

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

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

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

All activities will meet the Affirmative Fair Housing Marketing Plan which will be reviewed every five years and updated as needed to ensure compliance with 24 CFR 200.620.

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

CHA centrally administers one waiting list for all of its properties. The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file.
- B. All applications will be maintained in order of local preferences, and then date and time of application.
- C. Applicant families will be ranked on the waiting list according to total household income:
  - 1. Tier I: Contains applicant families with total household incomes between zero (0) percent and thirty (30) percent of area median income
  - 2. Tier II: Contains applicant families with total household incomes between thirty-one (31) percent and eighty (80) percent of area median income
- D. Substantive contacts between the Concord Housing Authority and the applicant will be documented in the applicant file.

## **9.3 FAMILIES NEARING THE TOP OF THE WAITLIST**

CHA first matches the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission to those households whose characteristics match the features of the vacant unit available.

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference(s) will be verified.

If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list without the preference. The

Concord Housing Authority will notify the family in writing of this determination and give the family the opportunity for an informal review.

The family will complete a Personal Declaration, present Social Security number information, citizenship/eligible immigration verification; sign all the Consent for Release of Information forms, and all other required eligibility documentation. The applicant family members who are 18 and older and/or head, co-head or spouse will also be required to provide a criminal history report and credit and landlord history check will be performed.

#### **9.4 PURGING THE WAITINGLIST**

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

The Update Package would be mailed to each applicant. Applicants will be allowed ten (10) days from the date the Update Package was sent to respond to CHA, either by mailing back the update form or by hand delivering it to the Main Office.

If the Update Package is returned through the mail because it was undeliverable CHA will withdraw the application and maintain the unopened package in the applicant's file for three (years). Applicants would have to complete a new application to be added to the wait list(s) and would not be eligible for an Informal Review in this circumstance.

If applicants fail to respond to the update letter and it has not been returned in the mail, a second mailing will occur with a final date for response not to exceed ten (10) days from the date the second update package was sent. Applicants who fail to respond to the second mailing will be taken off the waiting list(s) and their application kept for three (3) years. Applicants would have to complete a new application to be added to the wait list and would not be eligible for an Informal Review in this circumstance.

After all the responses have been received from applicants who confirm their continued interest in public housing, the staff completes the data entry of the update forms and re-orders the waiting lists according to the updated information.

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

The Concord Housing Authority will remove an applicant's name from the waiting list and maintain files of all withdrawn applications for three years under the following circumstances:

- A. The applicant family has been housed in public housing with CHA, in which case their original application becomes part of their tenant file.
- B. The applicant requests in writing that their name be removed.
- C. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program.
- D. Correspondence sent by first class mail to the most recent address provided by the applicant (or other methods designated by an applicant with a disability) is returned by the Post Office. Letters returned by the post office are always filed unopened; or,
- E. An applicant fails to keep a scheduled appointment or fails to respond to CHA concerning information that is necessary to process the application or to maintain the waiting list.
  - 1. The Concord Housing Authority will allow the family to reschedule a missed appointment within a reasonable time frame.
  - 2. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities to reschedule will be given with good cause.
  - 3. Documentation will be required to prove good cause.
- F. The applicant does not meet either the eligibility or screening criteria for the program.
- G. Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent. This provision will not be applied to minor mistakes that produce no benefit to the applicant.

## **9.6 NOTIFICATION OF REMOVAL FROM WAIT LIST**

Any applicant whose name is being removed from the waiting list for reasons other than described in Section 9.4 will be notified by the Concord Housing Authority, in writing, that they have five (5) business days from the date of the written correspondence to request an Informal Review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

The Concord Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. CHA will accommodate applicant families who request a Reasonable Accommodation for

circumstances that arise due to a documented disability. Such circumstances include, but are not limited to:

- Reinstating applicants with disabilities who do not respond in the timeframes described above because of a verified reason connected to a disability;
- Providing update materials in formats requested by applicants;
- Providing sign language interpreters for applicants with hearing impairments;
- Permitting applicants to be represented by a family member, advocate, case worker or other person designated by the applicant;
- Contacting the applicant in the manner designated by the applicant;
- Conducting interviews or completing paperwork at a site other than the Main Office for applicants who cannot come to the office for some reason connected with a disability; and
- Granting extended time for response to persons who cannot respond within the timeframes described above because of a disability.

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

### **10.1 LOCAL PREFERENCES**

Local preferences are granted to applicants who are otherwise eligible for housing and who, at the time of the unit offer (prior to execution of a lease) meet the definitions of the preferences as described below. Preferences are verified the same way as income, assets and deductions. Preferences must be verified once, just before admission. An applicant family will rank higher on the waiting list based on each preference they qualify for.

#### **Local Residency Preference (5 Points):**

An applicant will be given the benefit of the Local Residency Preference when the Head, co-head or spouse is a resident or employed within Concord or Penacook, NH:

1. A resident is defined as:
  - Living in Concord or Penacook. There is no time allotment for one to be considered a resident. Anyone who has ever lived in Concord or Penacook and can show proof.
  - Anyone who is elderly and/or disabled who has a son, daughter, or parent living in Concord or Penacook and can show proof.
2. Employment must be at or above thirty (30) hours per week or a bona fide offer of employment at this level.



3. There must be a likelihood of continued employment at the thirty (30) hours per week in the foreseeable future.
4. Households must be able to demonstrate consistent and regular employment for the prior three (3) months before signing of lease.
5. In the case of seasonal employment, the employer must verify that they plan to rehire the applicant at a rate of at least 30 hours per week and indicate from what dates they expect to employ the applicant. Examples of seasonal work can be, but are not limited to, landscaping, harvesting, and teaching.

**Working Family Preference (2 Points):**

An applicant will be given the benefit of the Working Family Preference:

1. If Head, Co-Head or Spouse works at least thirty (30) hours per week:
  - There must be the likelihood of continued employment at a rate at or above thirty (30) hours per week; and
  - Applicant must be able to demonstrate consistent and regular employment for the prior three (3) months before signing of the lease.
2. If the Head **and** Co-Head or Head **and** Spouse are disabled and/or over the age of sixty-two (62);  
or
3. If the Head is disabled and/or over the age of sixty-two (62) and there is no other adult members in the applicant household; or
4. If the sole member of the household is disabled and/or over the age of sixty-two (62.)

**County Preference (1 Point):**An applicant will be given the benefit of the County Preference if the Head,

Co-Head, or spouse is a resident of Merrimack County:

1. A resident of Merrimack County is defined as anyone taking primary shelter in a city or town within the county limits. There is no time allotment for one to be considered a resident.

Applicant families that reside or work at or above thirty (30) hours per week inside Concord or Penacook, NH will be housed before applicant families living in Merrimack County. Applicant families living within Merrimack County will be housed before applicant families living outside of Merrimack County.

Eligible single people who are neither elderly, near-elderly or disabled will be housed based on local preferences and date and time of application after all other eligible families on the waitlist have been housed.

**Building Designed for the Elderly and Disabled:** HUD has approved the John F. Kennedy and the Crutchfield Apartments as being designated elderly and disabled. In filling vacancies in these developments, first priority will be given to elderly and/or disabled families. If there are no elderly and/or disabled families on the waiting list, preference will then be given to near-elderly families. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

**Buildings Designated as Elderly Only Housing:** HUD has approved the Boucher property as being designated for elderly only. In filling vacancies in this development, first priority will be given to elderly families. If there are no elderly families on the waiting list, preference will then be given to near-elderly families. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at the Concord Housing Authority's expense, except for the cost of utility hook-ups and cost to fix damages beyond normal wear and tear) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer in this circumstance will be given a 30-day notice.

## 10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding (under-housing) or over-housing.

Bedroom Size	Min. # of People in Household	Max. # of People in Household	Unit Size	Max. Occupancy Assuming a Living Room is used as a Living/Sleeping Area
0-BR	1	2	0-BR	2
1-BR	1	2	1-BR	4
2-BR	2	4	2-BR	6
3-BR	3	6	3-BR	8
4-BR	5	8	4-BR	10
5-BR	7	10	5-BR	12

Generally, two people are expected to share each bedroom, except that units will be assigned so that:

- It will not be necessary for persons of different generations or adults of opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- Children of the same sex may share a bedroom.
- Two children of the opposite sex over the age of 5 will not be required to share a bedroom, although they may do so at the request of the family.
- An unborn child may be counted in determining unit size.
- A child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school will count in the determination of unit size pending verification.
- A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- A Live-in-Aide shall be assigned a bedroom, unless the disabled or elderly family agrees to accept a smaller unit.
- Foster adults and/or foster children will not be required to share a bedroom with family members

The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size.

When a family is actually offered a unit, if they no longer qualify for the unit size they will be put back onto the waitlist for the appropriate size unit retaining their preferences and date and time of original application. This may mean that they may have to wait longer for a unit offer.

CHA may make exceptions to normal bedroom size standards for the following reasons:

- A. As Reasonable Accommodations for a person with disabilities.
- B. A family may request a smaller unit size than the guidelines allow. The Concord Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the family size changes.
- C. A family may request a larger unit size than the guidelines allow. The Concord Housing Authority may allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

- D. If there are no families on the waiting list for a larger size unit, smaller families may be housed if they sign a form stating they will transfer to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a thirty (30) day notice before being required move.
- E. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- F. If there are no applicants on the waiting list requiring an accessible unit, the unit may be assigned to an otherwise eligible applicant family that does not need the accessible features with the provision that an agreement to move is executed. The agreement will state that the household will transfer to a non-accessible unit when an eligible family needing the accessible features applies. The family transferring will be given a thirty (30) day notice before being required moving.

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

The applicant that should receive the assignment of a vacant unit that is ready for occupancy should:

- be eligible;
- pass screening;
- be in the highest waiting list preference category;
- have the oldest date and time of application;
- have the family that is the right size and type for the unit;
- take into account income targeting and de-concentration requirements; and
- consider the family's need for special accessibility features and the features available in the unit.

### **10.4 DECONCENTRATION POLICY**

It is the Concord Housing Authority's policy to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, The Concord Housing Authority shall follow the statutory requirement that at least forty (40) percent of newly admitted families in any fiscal year will be families whose annual income is within Tier I, or at or below 30% of the area median income. To insure this requirement is met, for every ten (10) new families admitted into public housing, four (4) will be from Tier I and six (6) will be from Tier II. As such, CHA will skip higher income families on the waiting list to reach extremely low-income families to meet this requirement.

The Concord Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

## **10.5 DECONCENTRATION INCENTIVES**

The Concord Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

## **10.6 OFFER OF A UNIT**

If more than one site has vacancy at the same time and the applicant family is at the top of the waiting list, the unit that was ready to rent first will be offered.

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

The family will be offered the opportunity to view the unit. If the family rejects the offer of the unit, the Concord Housing Authority will send the family a letter documenting the offer and the rejection. If the family agrees to rent the unit, a lease must be executed within thirty (30) days from viewing the unit.

## **10.7 PLACING FAMILIES WITH DISABLED FAMILY MEMBERS IN A NON-ACCESSIBLE UNIT**

CHA will not skip over a family that has reached the top of the waitlist and has indicated a need for certain unit accommodations because of disability. The family will be given the opportunity to benefit from the program and decide for itself, in compliance with Section 504, whether the unit meets the needs of the family. CHA will notify the family of unit availability without regard to unit accessibility.

The family may decide to accept a standard unit and request some modification to the unit as a reasonable accommodation.

Families who have a member who needs the accessibility feature of the unit take priority to occupy accessible units over families with no disabled family members.

## **10.8 PLACING FAMILIES WITH NON-DISABLED FAMILY MEMBERS IN AN ACCESSIBLE UNIT**

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

- First, to a current occupant of another unit in CHA operated public housing having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-accessible unit to the vacant accessible unit.)
- Second, to an eligible, qualified applicant on the waitlist having a disability that requires the accessible features of the vacant unit.

If there is no current tenant or eligible applicant who has a disability that requires the accessible features of the vacant unit, the accessible unit will be offered to the next eligible applicant on the waitlist. This applicant will be required to sign an agreement to move to the next available non-accessible unit within thirty (30) days when either a current resident or an applicant with a disability needs the special features of the unit.

## **10.9 REJECTION OF UNIT**

If the applicant family rejects an offer of a unit with “good cause” they will not lose their place on the waiting list. Refusals due to location alone do not qualify for this good cause exemption. The family will be limited to one (1) rejection with good cause.

Good cause includes, but is not limited to, the following:

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- Proximity to work, school, educational facility, and/or childcare (for those working or going to school) so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family’s circumstances.
- The unit is inappropriate for the applicant’s disabilities or the family does not need the accessible features in the unit offered

and does not want to be subject to a thirty (30) day notice to move.

When an applicant family rejects a unit offer for a second time with “good cause” they will retain their preferences, but their application will be reordered on the waiting list to the date and time the second rejection for “good cause” is made verbally or in writing.

When an applicant family rejects a unit offer without “good cause” they will retain their local preferences, but their application will be reordered on the waiting list to the date and time the rejection of the unit was made verbally or in writing. An applicant family will be limited to two (2) refusals without “good cause” before they will be removed from the waiting list.

In these circumstances, the applicant family will be offered the right to an Informal Review of the decision to alter their application status.

## **10.10 ACCEPTANCE OF UNIT**

When an applicant who is eligible and passes screening is offered and accepts a unit, CHA and all members of the household eighteen (18) years of age and older and/or Head, Co-Head or spouse will execute the lease. The lease becomes effective the date of signature and automatically renews annually unless CHA or the tenant chooses to end the agreement as described within the lease.

The applicant will be provided a copy of the lease, Grievance Procedures, current schedule of routine maintenance charges, Reasonable Accommodation form, Pet Policy, One-Strike Provision, Lead Paint disclosure form and booklet, parking policy, Transfer Policy, housekeeping standards, and general house rules. These documents will be explained in detail. The applicant will sign a certification that will be filed with the original lease that they have received these documents.

One executed copy of the lease will be furnished to the head of household and the Concord Housing Authority will retain the original executed lease in the tenant's file.

Members of the household that are listed on the lease will be expected to begin residing in the unit within fourteen (14) days from the signing of the lease. If after the fourteen (14) days the unit is not being occupied by the family, CHA will require verification of the reason the unit is not being occupied. If upon verification it is found that the unit is not being used as the family's primary dwelling, CHA may pursue termination of the lease.

## **11.0 GENERAL LEASING POLICY**

The lease shall be signed by the head, spouse, and all other adult members of the household and by the authorized representative of CHA, prior to actual admission. CHA's lease automatically renews annually unless CHA or the tenant has taken appropriate action to terminate it.

If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- A. A new lease agreement will be executed, or
- B. A Notice of Rent Adjustment will be executed, or
- C. An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by an authorized representative of CHA.

Each member of the Tenant Household is required to reside in the Apartment for at least nine (9) months in any twelve-month period unless CHA shall have found good cause for an absence of longer than three (3) months.

Good cause will include, but not be limited to, the following:

- 1. Hospitalization;
- 2. Employment in another location; or
- 3. Temporary placement in foster care.

Household members who are absent from the household due to attendance at an educational institution or due to military service are exempt from this provision upon verification of attendance at such institution or of military service.

Visitors may be permitted in a dwelling unit for a maximum of fourteen (14) nights or days (if they work nights and sleep days) within any twelve (12) month period so long as they have no previous history of behavior on CHA premises that would be a lease violation. Visits of more than fourteen (14) calendar days shall be authorized only by CHA with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease. Medical hardship or other extenuating circumstances shall be considered by CHA in making determinations under this paragraph.

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

## **11.1 SECURITY DEPOSIT**



The family will pay a security fee at the time of lease signing. The security fee will be equal to one-month rent or \$500, whichever is lower. They will also pay the pro-rated or full month's rent amount based on the date of move-in.

The Concord Housing Authority will consider accepting, in lieu of a security deposit, an organization's guarantee of payment on behalf of a new resident. This will be of an amount equal to the required security deposit of that household, payment to be made for balances due CHA when the household vacates. The guarantee must be paid in full to CHA within a twenty-four (24) month period from date of the family's move-in.

## **12.0 ANNUAL INCOME**

Annual income means all amounts, monetary or non-monetary, that:

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

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

## **12.1 AMOUNTS INCLUDED IN ANNUAL INCOME**

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission, fees, tips and bonuses, and other compensation for personal services. In anticipating annual income from employment, CHA will include raises as verified by an employer as long as there is a date and amount indicated on the verification form. When a specific day is not indicated on the verification form, CHA will use the first day of the month that is indicated on the verification form for the raise to take effect. If an employer indicates on the form that the date or amount of a raise is "unknown," CHA will not include the raise in calculating

anticipated income.

- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Currently, the passbook savings rate is set at 1%.
- D. The gross amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, APTD, 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 payment. However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount are excluded from income, although they can be considered assets..
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. However, lump-sum payments from worker's compensation benefits are excluded from income, although they are considered assets.
- F. Temporary Aid to Needy Families (TANF/Welfare)
  - 1. For families who receive a TANF cash grant, rent is based on this assistance and set at \$293.00 per month.

2 When welfare benefits are verified to have been reduced because of welfare fraud or because of noncompliance with economic self-sufficiency requirements, CHA must impute the welfare income.

- a. At the request of the Concord Housing Authority, the welfare agency will inform the Concord Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction. They will also inform the Concord Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Concord Housing Authority will use this information to determine the amount of imputed welfare income for a family. The rent amount will remain at \$293.00/month through the sanction.
- b. The Concord Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- c. If the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow fee for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing. Concord Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons, related or not, that are not residing in the dwelling.

H. All regular pays, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

I. Full amount received from athletic scholarships designated for housing costs (i.e. room and board).

- J. The regular, reoccurring disbursements from a Special Needs Trust to the family or on behalf of the family unless disbursements are for the specific reimbursement of medical needs.

## **12.2 AMOUNTS EXCLUDED FROM ANNUAL INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years. However, unearned income paid to a child (such as SSI) is counted as income.
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- C. Lump-sum additions to family income, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses. These amounts may be considered assets though.
- D. Amounts received by the families that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live-in aide;
- F. The special pays to a family member serving in the Armed Forces who is exposed to hostile fire;
- G. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD.
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain self-sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Concord Housing Authority governing board. No resident may receive more than one such stipend during the same period of time.
  5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- H. Temporary, non-recurring or sporadic income (including gifts). However, contributions to the household that are reliable and/or periodic will be counted as income.
  - I. 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.
  - J. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - K. Adoption assistance payments in excess of \$480 per adopted child;
  - L. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in the above list of excluded income apply. The following list of benefits is excluded income:
    1. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
    2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088]; Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP);
  - Foster Grandparent Program (FGP);
  - Senior Companion Program (SCP);
  - The Older American Committee Service Program; and
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
3. Small Business Administration Programs, such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
  4. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626 (a)];
  5. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459e];
  6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
  7. Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)];
  8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04]; and
  9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC 1407-08], or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117 (b), 1407].
- M. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts. This applies when the payments or lump-sum is being received as a delayed payment for the period of determining eligibility for benefits only. While not income, these lump sums are additions to assets;
- N. 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.

- O. 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;
- P. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 (uu)]. Examples of Title IV programs include but are not limited to:
1. Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
  2. Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]: Examples of programs under this act include but are not limited to:
    - Senior Community Services Employment Program (CSEP);
    - National Caucus Center on the Black Aged;
    - National Urban League;
    - Association National Pro Personas Mayors;
    - National Council on Aging;
    - American Association of Retired Persons;
    - National Council on Senior Citizens; and
    - Green Thumb.
  3. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;
  4. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
  5. 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 9858 (q)];
  6. Earned income tax credit refund payments received on or after 1/1/91 [26 USC 32 (j)];
  7. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
  8. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

9. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
10. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
11. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

### **12.3 TREATMENT OF ASSETS**

The public housing program does not have a dollar limit on the amount of assets a family can possess and still be eligible for the program, but the income produced by net family assets is counted as part of Annual Income.

Net family assets are the 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 lands, equity accounts in HUD homeownership programs, and necessary items of personal property such as furniture and automobiles. Certain lump sums a family receives, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses are excluded from Annual Income but are expressly identified as additions to family assets. Regular, reoccurring disbursements from a participant's Special Needs Trust will be counted as income unless disbursements are for the specific reimbursement of a medical need.

In accordance with HUD's waiver granted in regards to Notice PIH 2013-26, applicants and tenants can self-certify as to having assets of less than \$5,000.

### **12.4 EARNED INCOME DISALLOWANCE (EID)**

The disallowance functions as an income exclusion – that is, certain amounts of a qualifying adult's verified income is not counted toward rent for a specified period. The EID benefit is limited to a lifetime 24-month period for each qualified family member. Once a family member is determined to be eligible for EID, the 24-calendar month period starts. If the family member stops employment, the 24-calendar month period continues. EID benefits are recalculated based on changes to the family member's income and employment. During the first 12-calendar month period, all increased income resulting from the qualifying employment of the family member is excluded. After the first 12-calendar month



period, 50% of all employment income above the family member's baseline income is included as income. At the end of the 24 months, this exclusion ends and the individual tenant is not eligible again in their lifetime.

The Earned Income Disallowance is only available for households under lease. It is not applicable at admission. Only adults can qualify for the earned income disallowance.

There are three categories of individuals who qualify for the earned income disallowance:

1. A person whose annual income increases because of employment after having been previously unemployed for at least 12 months.
  - Those persons considered "previously unemployed" include those who have earned in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage (currently set at \$7.25/hr).
2. A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency or other job-training program.
3. A person whose annual income increases due to new or increased earnings and has received either cash grants (of any amount) or at least \$500 worth of benefits or services from a qualified welfare program in the past six months. This includes persons who are already employed but who receive increases in income may qualify under this category if they have received welfare income or services in the previous six months.
  - The qualified family member must also be the TANF recipient to qualify under this EID provision.

Non-citizens who do not have eligible immigration status do not qualify for EID.

### **13.0 ADJUSTED INCOME**

After determining the annual income of the household, a set of mandatory statutory deductions is applied.

The statutory deductions are:

- A. \$480 for each member of the household that is not the Head or spouse, live-in aid, foster child or foster adult, but who is under 18 years of age and/or disabled, and/or a full-time student regardless of age;
- B. \$400 per household whose Head or spouse is 62 or

older and/or disabled;

- C. The sum of the following, to the extent the sum exceeds three (3%) of annual income:
1. Actual unreimbursed medical expenses of any elderly family or disabled family. Medicaid Spenddowns will not be used as verification as a medical expense. IRS Publication 502 is used as a guide for determining allowable medical expenses; and
  2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such care or auxiliary apparatus.
- D. Reasonable childcare expenses for children under 13 years of age that is necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
1. In cases where the childcare is needed to enable a family member to further his/her education, there is no cap on the childcare cost as long as it deemed reasonable by CHA.
  2. In cases where the family member also qualifies for EID, the amount of qualified childcare expenses is capped at the actual amount of income being included in annual income.

## **14.0 DETERMINATION OF TOTAL TENANT PAYMENT (TENANT RENT)**

At admission and once each year thereafter at recertification, the PHA must offer families the choice between a flat rent and an income-based rent.

### **14.1 INCOME-BASED RENT**

The Total Tenant Payment or tenant's rent amount is the highest of the following, but never less than the Minimum Rent, except where a family has been

exempted from the minimum rent because of financial hardship (24 CFR § 5.630 (b)):

- A. 10% of the family's monthly income;
- B. 30% of the family's monthly adjusted income; or
- C. TANF set shelter allowance of \$293.00 per month.

## **14.2 MINIMUM RENT**

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

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, including medical costs, child care, transportation, education, or similar item; or
  - 5. When a death has occurred in the household.
- B. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the first of the month rent was changed to \$50.00. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time it was suspended. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any retroactive rent owed. During the Minimum Rent suspension period, the Housing Authority will not evict the family for nonpayment of rent.

- C. If the Housing Authority reasonably determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Upon verification that the hardship no longer exists, the Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any retroactive rent owed. During the Minimum Rent suspension period, the Housing Authority will not evict the family for nonpayment of rent.
- D. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated retroactively to the date rent was adjusted to the minimum amount.
- E. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow fee will be required in order to access the grievance procedure.

**14.3 FLAT RENT**

The Concord Housing Authority has set a flat rent for each public housing unit based on the Fair Market Rent analysis performed by Housing & Urban Development for Merrimack County. The analysis considers the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The amount of the flat rent is reevaluated annually and is approved by the Board of Commissioners.

	<b>FY 2017</b>				
<b>0 Bedroom</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>	
<b>\$707</b>	<b>\$825</b>	<b>\$1035</b>	<b>\$1402</b>	<b>\$1596</b>	

**14.4 FAMILY CHOICE**

At admission and each year at recertification, Concord Housing Authority will offer the choice between the flat rent and income-based rent to each family. The Concord Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Concord Housing Authority representative they may make the selection on the form and return the form to the Concord Housing Authority.

- A. Families who choose the flat rent option:
  - 1. Will only be required to go through the income verification process every three years. CHA will provide an income-based rent amount only in the year that verification of income is required or if the family specifically requests it and submits updated income information. Families will need to complete the Personal Declaration, community service

forms, and other release forms related to continued occupancy at the annual recertification.

2. New flat rents are applied on the annual recertification date. Affected families will be given a 30-day notice of any flat rent changes.

- B. Families who opt for the flat rent may request to have an interim examination and return to the income-based method at any time for any of the following reasons:
1. The family's income has decreased.
  2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

The income-based rent would come into effect the first of the month following verification of the hardship.

- C. Families can request to switch from a flat rent to an income-based rent one time in between regular examination periods. The resident must then wait until the next annual recertification to switch back to flat rent.
- D. When a resident experiences a rent increase from an interim change (i.e. EID expiration) which makes their income-based rent higher than the Flat Rent, CHA will allow the resident the option of paying Flat Rent in between their annual recertification dates. The resident will be given 30-day notice of the rent increase to the flat rent amount.

#### **14.5 PRORATED ASSISTANCE UNDER THE NONCITIZEN RULE**

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance. This will permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Concord Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Concord Housing Authority will provide additional search periods up to the maximum time allowable.

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

A mixed family's assistance is prorated in the following manner:

- A. CHA determines the maximum rent by adding all rents paid for the same bedroom size and taking 95<sup>th</sup> percentile. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment.
- E. There is no prorated assistance if the family is paying the maximum rent.

## **14.6 PAYING RENT AND OTHER CHARGES**

Rent and other fees are due and payable by check or money order on the first day of the month. All rents should be paid at the Main Office located 23 Green Street or through automatic rent withdrawal. Reasonable accommodations for this requirement will be made upon request for persons with disabilities.

If the rent is not paid by the fifth of the month, an Eviction Notice and Demand for Rent may be issued to the tenant. In addition, a \$15 late charge will be assessed to the tenant. The tenant will then have fourteen (14) days from delivery of the

notices to pay in full. If a tenant disagrees with the notices they may initiate the Grievance Hearing Process.

Maintenance and repair charges are due and payable by check or money order thirty- (30) days from receipt of the bill for service at the Main Office.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent. An Eviction Notice and Demand for Rent may be issued to the tenant. In addition, a \$15 late charge may be assessed to the tenant. The tenant will then have fourteen (14) days from delivery of the notices to pay in full. If a tenant disagrees with the notices they may initiate the Grievance Hearing Process. The charge for a check returned by the bank for insufficient funds shall be the actual amount charged by the bank.

## **15.0 VERIFICATION STANDARDS**

CHA is required by HUD regulations to verify information related to income, assets, preferences, deductions, and screening of applicants and residents families (24 CFR § 5.617 and 960.259). Verification ensures both the housing authority and the family that all information contained in an application or family report, including that information used to determine eligibility and income-based rent calculations is accurate.

Reasonable costs associated with obtaining verifications will be covered by CHA.

Examples of information CHA will verify include, but are not limited to the following:

Eligibility for admission, such as:

- Income, assets and asset income (24 CFR § 5.609);
- Divested assets (24 CFR § 5.609);
- Family composition (24 CFR § 5.403);
- Social Security numbers (24 CFR §5.216);
- Citizenship or Eligible Immigration Status (24 CFR § 5.508); and
- Required criminal history review (24 CFR § 960.204).

Local preferences such as:

- Income targeting, income tiers, de-concentration, broad range of income goals;
- Preference for workers or those attending school;
- Veteran or serviceperson status – not specified in the regulations; and
- Living, working or being hired to work in the PHA's jurisdiction.

Deductions such as:

- Family members (other than head or spouse) under age 18;
- Age, or disability of family head or spouse;
- Disability of family members other than head or spouse;

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

Standards for Applicant Selection Criteria such as:

- Documented ability to abide by PHA lease requirements;
- Landlord references;
- Home visits;
- Credit checks;
- Previous history of tenancy, rent paying, caring for a home;
- Utility history; and
- Criminal history of all adult family members.

## **15.1 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least six (6) years of age must provide verification of his or her Social Security number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Concord Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Concord Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

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

If a member of the applicant family refuses to disclose their Social Security number, they are not deemed eligible for public housing.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time



allowed, the family will be denied housing or their lease terminated.

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

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration of Section 214 status under penalty of perjury. For an adult, the adult must sign the declaration. For a child, the declaration must be signed by an adult (who will be residing in the unit) who is responsible for the child. All new adult and child additions to the household also must have their status determined prior to admission to the household. Evidence of eligible immigration status is required only once for each household member during continuously assisted occupancy.

Citizens and nationals will be required to show proof of their status by such means as a social security card, birth certificate, passports, military ID, or military DD 214 Form accompanied by a photo ID.

Prior to being admitted, all eligible noncitizens that are 62 years of age must sign a declaration of Section 214 status under penalty of perjury. They will also need to show proof of age.

Prior to being admitted, all eligible noncitizens younger than age 62 must sign a declaration of their eligible immigration status and provide one of the following:

- Alien Registration Receipt Card
- Arrival-Departure Record, with one of the following annotations:
  - Admitted as Refugee Pursuant to Section 207;
  - Section 208;
  - Asylum;
  - Section 243(h);
  - Deportation stayed by Attorney General; or
  - Paroled Pursuant to Section 212(d) (5) of the INA.
- Unannotated Arrival-Departure Record, with one of the following:
  - Final court action granting asylum, if no appeal is taken;
  - Letter from INS asylum officer or district director granting asylum;
  - Court decision granting withholding of deportation; or

- Letter from asylum officer granting withholding of deportation.
- Temporary Resident card, annotated: Section 245A” or “Section 210”
- Employment Authorization Card, annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12”
- Receipt issued by the INS indicating that the application for issuance of a replacement document in one of the above-listed categories has been made and the applicant’s entitlement to the document has been verified.
- Their original Immigration and Naturalization Service (INS) Documentation.
- Any other acceptable forms as published in the Federal Register by INS.

CHA will make a copy of the individual’s INS documentation and place the copy in the file. INS status will also be verified through the INS SAVE system. If the INS SAVE system cannot confirm eligibility; the Concord Housing Authority will mail information to the INS in order that a manual check can be made of INS record.

Family members who do not claim to be citizens, nationals or eligible immigrants, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the head of the household must sign the list

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

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

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

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

### **15.3 ACCEPTABLE FORMS OF VERIFICATION**

CHA requires third party verification of income for families who pay an income-based rent under HUD regulations, 24 CFR Parts 960.259(c) and 982.516(a).

CHA documents in the tenant's file independent third party verification (or the reason why third party verification was not available) of reported family income, the value of assets, expenses related to deductions from income and other factors affecting adjusted income. The following procedure will be used in verifying required information in the order prescribed:

- A. **Upfront Income Verification:** The verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals (i.e. EIV, The Work Number.) If the tenant disputes UIV information, CHA will request written third party verification. CHA will perform a check of EIV 120 days after initial PIC submission of a new tenant.
- B. **Written Third Party Verification (Tenant-Provided):** CHA reviews original or authentic document generated by a third-party that is no more than ninety (90) days old. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred as tenant-provided documents. CHA at its discretion may reject any tenant-provided documentation and follow-up directly with the source to obtain the necessary verification information. Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to:
- Consecutive and original pay stubs (minimum of two)
  - Social Security Administration award letter
  - Bank statements
  - Pension benefit statements
  - Temporary Assistance to Needy Families (TANF) award letter
  - Other official and authentic documents from a Federal, State, or local agency.

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by CHA and be returned directly to CHA from the independent source.

- B. **Traditional Written Third Party Verification:** A standardized form to collect information from a third party source. CHA sends the form directly to the third party who completes it and sends it directly back.
- C. **Oral Third Party Verification:** Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone or in-person visit. CHA will document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed verified information.
- E. **Tenant Certification:** The tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method should be used as a last resort when all other verification methods are not

possible. CHA must document in the tenant file why a higher level of verification was not available.

#### 15.4 TYPES OF VERIFICATION

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

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, self affidavit, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts, self affidavit
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider must state so state)	Bank fees, other similar evidence



## **16.0 CONTINUED OCCUPANCY**

Residents who meet the following criteria are eligible for continued occupancy:

- Qualify as a family: Remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.
- Are in full compliance with the resident obligations as described in the dwelling lease.
- Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
- Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent (24 CFR §5.500).
- Who are in compliance with the eight (8) hour per month Community Service and Self-Sufficiency Requirement.

## **16.1 RECERTIFICATIONS**

At least annually, CHA will conduct a reexamination of the following: (Refer to Section 13.4 regarding families that have chosen the Flat Rent option.)

- Family composition;
- Age of family members;
- Annual income and sources of income of all family members;
- Deductions for computing adjusted income;
- Assets;
- Community Service and economic self-sufficiency activities and exempt status of all family members over age 18;
- Social security numbers for any new family members; and
- Citizenship or eligible immigrant status of any new family members.

CHA must obtain acceptable verifications as outlined in Section 14. Families will be given the choice of paying income-based or Flat Rent at each annual recertification.

Recertification appointments will be scheduled up to one hundred-twenty (120) days prior to their effective dates. Family members over the age of eighteen (18) must participate in the recertification process in order to determine eligibility for continued occupancy.

## **16.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the recertification meeting, a second letter will be mailed. The second letter will advise of a new time and date. CHA will take necessary measures for Reasonable Accommodation requests regarding the scheduling of appointments.

Failure by the family to attend the second scheduled interview will result in the Concord Housing Authority taking eviction actions against the family unless extenuating circumstances, as defined by CHA, are determined to exist.

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

Annual recertifications will become effective for all residents residing in a particular property at the same time. The recertification schedule is NOT necessarily based on a family's date of move-in. The following schedule illustrates the dates annual recertifications generally become effective:

- John F. Kennedy April 1<sup>st</sup>
- Boucher, Ceriello, Haller July 1<sup>st</sup>
- Crutchfield November 1<sup>st</sup>

Thirty (30) day notice of any rent increase will be given to the family. Families opting for the Flat Rent option will also be given thirty (30) day notice of rent increase at annual recertification.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the date listed above.

If the family caused the delay, then any increase in rent will be effective on the date listed above. If the new rent is a reduction and the delay was caused by the family, the reduction will be effective the first of the month following verification.

### **16.4 INTERIM RENT ADJUSTMENTS**

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

All families are required to report all changes (increases and decreases) in income, expenses, and changes in family composition within fourteen (14) days of the change occurring. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the dwelling lease (24 CFR § 966.4).

#### **A. Interim Changes in Income:**

- Minimum rent families are required to report all changes in income or decreases in allowable expenses and will have their rent



- adjusted accordingly.
- Family members who become unemployed and have their rent adjusted and then become employed will have their income adjusted accordingly.
  - Family members who change jobs or take on additional employment will have their rent adjusted accordingly.
  - Families who experience the award of and/or increase in unearned income resulting from something other than the annual Cost of Living Increase of Social Security benefits will have their rent adjusted accordingly.
  - CHA will adjust the family's rent upon verification of a reduction in allowable income or increase in allowable expense. A decrease that is verified to last less than thirty (30) days will not be processed.

**B. Interim Changes in Family Composition:**

- In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Concord Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 16.6.
- Residents who fail to notify CHA of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without CHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.
- Families experiencing an addition to the family through birth, adoption, and/or court-awarded custody must report and provide official paperwork verifying such information within fourteen (14)

days from the addition taking place. A new lease will need to be executed in these circumstances and rent recalculated accordingly.

- Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from CHA to add children other than those born to adopted by or awarded by the court to the family.

## **16.5 SPECIAL INCOME EXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Concord Housing Authority may schedule special income examinations every thirty (30) days. This will change when the income stabilizes and an annual income can be determined.

## **16.6 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM ADJUSTMENTS OR SPECIAL INCOME EXAMINATIONS**

Unless there is a delay in the reexamination process caused by the family or misrepresentation of information, the new rent will become effective the first of the month following thirty (30) day notice of the increase. If the family causes a delay, than the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If it is found the resident has misrepresented the facts upon which his/her rent is based or failed to report changes within the fourteen (14) day period so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive.

If the new rent is a reduction and/or the family caused the delay in reporting or verifying the information needed, the change will be effective the first of the month after the rent amount is determined.

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

Failure to report within the timeframe specified in the ACOP and lease may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.

Families at zero income or paying minimum rent who experience a change in income will have their rent changed the first of the month as soon as the income change is verified.

## **16.7 FAILURE TO REPORT CHANGES**

Failure of a household to report any changes of income or household composition or to secure approval for a change in household composition, other than birth or adoption, within fourteen calendar days, will result in the rent being adjusted retroactively. It is the household's obligation to report any errors or omissions on documentation CHA is asking them to sign. Our process for handling errors and/or unintentional omissions will be: If the tenant fails to report a change in income, in addition to the payback agreement (described in Section 22), the tenant will be given a written warning. This will be done for errors and unintentional omissions in reporting income, asset and household composition. At the second infraction, the tenant will be terminated from the Program in addition to being placed on a payback agreement for the amount owed. At any time, if the infraction is determined to be intentional, steps will be taken to terminate assistance even without a previous warning. An infraction will be considered intentional if the amount of the payback agreement exceeds \$2400, an annual recertification has been completed following the income being added to the household and it was not reported for the recertification or a client has signed paperwork that confirms that they withheld reporting the change. Extenuating circumstances will be reviewed by the Director of Housing and any request for review of the situation will be forwarded to the Director of Administration.

## **16.8 ZERO INCOME FAMILIES**

When families report zero income, and have no income excluded for rent computation, CHA will pursue verification of income that reflects the family's lifestyle. CHA may request special examinations of the family's circumstances every thirty (30) days until they have a stable income. CHA may also request zero income families to complete a Zero Income Verification Form. When Zero Income families report income, their rent will be adjusted accordingly effective the first of the month immediately following verification of the reported income.

## **16.9 FAMILY BREAK-UP**

When an assisted family breaks-up, CHA will ask the family for a decision in writing as to who will remain in the unit. Generally, the person who decides to vacate will need to provide a statement verifying this decision. In the case where an adult member of the household has requested to be removed from the lease, CHA will require proof of new residence. "Proof" will include, but not be limited to, an executed lease with the household member's name listed on it, a mortgage statement with the household member's name on it, and/or a notarized statement from the new landlord indicating the date the household member will begin

occupancy. CHA will leave the family member on the lease and include their income in rent until acceptable verification is obtained. CHA will execute a new lease with the remaining eligible family members and recalculate rent in a timely fashion once proper verification has been received.

If the family is unable to come to a conclusion on its own, CHA will make the determination of who will be assisted. CHA will consider the interests of any minor children or of ill, elderly, or disabled family members or actual or threatened violence. CHA will be bound by any court decision that determines which family members continue to receive assistance.

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

If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within fourteen (14) days of receipt by the resident.

The Certified Occupancy Specialist shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

After the reconciliation is complete, Concord Housing Authority shall adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Concord Housing Authority shall do one of the following:

1. Immediately collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income; or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

## **18.0 COMMUNITY SERVICE & SELF-SUFFICIENCY REQUIREMENT**

The Community Service & Self-Sufficiency requirements mandates that each non-exempt adult household member shall either contribute eight (8) hours per month of community service within their community, or participate in an economic self-sufficiency program for eight (8) hours per month. The requirements can

also be met by a combination of eight (8) hours of community service and participation in an economic self-sufficiency program.

Community Service is defined as "the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident responsibility in the community." Community Service is not employment and may not include political activities (24 CFR § 960.601).

All activities must be verified through a third-party that has witnessed the activities being performed. Fulfillment of the Requirement through third-party verification must be presented to CHA no later than thirty (30) days prior to the Annual Recertification date.

Resident who elect to pay Flat Rent must also complete this requirement as applicable.

Activities must be performed within the community.

## **18.1 EXEMPTIONS**

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Section B above.
- D. Engaged in work activities at least twenty (20) hours per week including the following:
  - 1. Unsubsidized employment;
  - 2. Subsidized private or public-sector employment;
  - 3. On-the-job training;
  - 4. Job search;
  - 5. Vocational educational training;
  - 6. Education directly related to employment;
  - 7. Attendance at secondary school or in a course of study leading to attainment of a GED; or
  - 8. Providing childcare services to an individual who is participating in a community service program.

- F. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

## **18.2 NOTIFICATION OF THE REQUIREMENT**

The Concord Housing Authority shall identify all adult family members who are not exempt from the Community Service & Self-Sufficiency Requirement. Non-exempt residents will sign a certification that they have received and read the policy and understand that if they fail to comply with the Community Service requirement their lease will not be renewed.

The Concord Housing Authority shall notify all such family members of the Requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Concord Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their annual reexamination. It will also advise them that failure to comply with the Requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

## **18.3 CHANGES IN EXEMPT STATUS**

When an adult resident's exempt status changes during the year:

- If, during the twelve-month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to CHA and provide documentation.
- If, during the twelve-month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to CHA. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities upon request.

## **18.4 VOLUNTEER OPPORTUNITIES**

Eligible community service activities that can be performed include, but are not limited to:

- Work at a local public or non-profit institution, including but not limited to: school, Head start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
- Work with a non-profit organization that serves residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any other public or non-profit youth or senior organizations;
- Work as an officer of a development or citywide resident organization;
- Work as a member of the Resident Advisory Committee;
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

- Job readiness programs;
- Job training programs;
- Skills training programs;
- Higher education (Junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- English as a second language classes; and
- Budgeting and credit counseling.

## **18.5 NONCOMPLIANT RESIDENTS**

An exemption to the requirement must be verified at least annually by CHA. At least thirty (30) days before the annual reexamination, CHA will begin reviewing the exempt or non-exempt status and compliance of family members. If CHA finds a family member to be noncompliant, CHA must enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.

If, at the next annual re-examination, the family member still is not compliant, CHA will not renew the lease and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit. The family may use the Grievance Procedure to protest the lease termination.

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

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

## **19.0 FILE DOCUMENTATION**

Each tenant file must contain verification of the information listed below:

- Original Application
- Waitlist Letter
- Names, relationship to head, birth date, social security number and citizenship or eligible immigrant status of all family members;
- Names, status in the household, birth date, social security number and citizenship or eligible immigrant status of Live-in Aides and foster children;
- Self Declaration of Disability;
- Lead Paint Disclosure form;
- Amounts and sources of income of all family members with proper verification;
- Net Family Assets with proper verification;
- Deductions from income with proper verification (for rent computation);
- Rent computation as reflected on Form 50058;
- Verification of admission preferences (if any);
- Screening information (tenant history, credit history, home visit record, verification of criminal history);
- Verification of Community Service & Self-Sufficiency Requirement;
- Lease;
- Rent Choice Form; and
- Inspection Forms.



Files will be maintained in a safe, secure, and confidential manner.

## 20.0 UNIT TRANSFERS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Concord Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Concord Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting. When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. Resident-initiated transfers will only be considered if they are based on necessity.

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

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

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

## 20.1 TYPES OF UNIT TRANSFERS

CHA will consider the following categories of unit transfer requests:

- A. **Emergency Situations:** These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L (VAWA), defects of the unit or the building in which the unit is located, a health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. Emergency transfer requests that involve VAWA should include either:
  1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under CHA's program; OR
  2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
  
- B. **Reasonable Accommodation:** These transfers are made when a resident needs to move to a different unit as an accommodation to a

resident's disability. This kind of transfer may be requested for a variety of reasons, including, but not limited to: the resident needs to be moved to a ground floor unit because his disability prevents him from climbing stairs; the resident needs a unit with certain physical features and they cannot be provided in his current unit without undue financial and administrative burden to CHA.

- C. **Demolition, Disposition, Revitalization or Rehabilitation:** To facilitate relocation when required for modernization or other management purposes.
- D. **Occupancy Standards:** These transfers are made when resident's family size has changed and the resident's family is now too large or too small for the unit occupied.
- E. **Incentive:** To provide an incentive for families to assist in meeting the Concord Housing Authority's de-concentration goal.

## 20.2 ELIGIBILITY FOR TRANSFER

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Concord Housing Authority. This means the family must be in compliance with their lease, have all payments, rent charges, payment plans and security deposit paid in full, and must pass a housekeeping inspection prior to being added to the transfer waitlist. This condition may be waived in emergency transfer situations at the discretion of CHA.

## 20.3 PROCESSING TRANSFERS

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

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

Transfers in category C, D, and E will be housed ahead of other applicants on the waiting list, but after transfers in categories A and B have been fulfilled.

If the family rejects with good cause, as defined by CHA, any unit offered they would not lose their place on the transfer waiting list. If the transfer is being made at the family's request and they reject the offer of a unit without good cause, the family will be removed from the unit transfer waiting list.

If the transfer is being made at the request of the Concord Housing Authority and the family rejects without good cause, the Concord Housing Authority will take action to terminate their tenancy. If the reason for CHA to request a transfer is because the current unit is too small to meet the Concord Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room

If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

The family will be allowed seven (7) days from the date they execute the new lease and receive the keys to the new unit to complete their transfer. If after seven (7) days, the family is occupying the new unit and old unit they will be responsible for paying rent for both units. The security deposit originally paid will be transferred to the new unit. If at the move-out inspection of the old unit, damages are left above normal wear and tear, the family will be billed and have thirty (30) days to pay.

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

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

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

The cost of the transfer will be borne by the Concord Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities.
- B. When action or inaction by the Concord Housing Authority has caused the unit to be unsafe or inhabitable.
- C. When the police request the transfer on behalf of the family.

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

## **20.5 RIGHT OF THE CONCORD HOUSING AUTHORITY IN TRANSFER POLICY**

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

## **21.0 INSPECTIONS**

At move-in, move-out, and at least annually an authorized representative of CHA will inspect units. Housekeeping standards, damages, maintenance issues, and condition of appliances will be assessed. An adult member of the household will be asked to sign inspection forms. A record of the inspection will be maintained in each resident's file. Two (2) day notice will be given for non-emergency inspections. Notice can be posted in a common area and/or delivered to each tenant. CHA reserves the right to enter a unit as described in the dwelling lease.

Tenants will receive notification of whether they passed or failed a unit inspection. CHA will provide a reasonable period for remedy if a tenant fails an inspection. If the tenant fails to remedy the situation within the allotted time or refuses entry for the announced inspection, CHA may choose to take further action.

### **21.1 MOVE-IN INSPECTIONS**

An authorized representative of the Concord Housing Authority and an adult family member will inspect the premises prior to occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Concord Housing Authority file.

### **21.2 MOVE-OUT INSPECTIONS**

The Concord Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the tenant. The resident's security fee can be used to offset against any Concord Housing Authority damages to the unit.

### **21.3 ANNUAL INSPECTIONS**

***THE CONCORD HOUSING AUTHORITY WILL INSPECT EACH PUBLIC HOUSING UNIT AT LEAST ANNUALLY TO ENSURE THAT EACH UNIT MEETS THE CONCORD HOUSING AUTHORITY'S HOUSING STANDARDS. WORK ORDERS***

**WILL BE SUBMITTED AND COMPLETED TO CORRECT ANY DEFICIENCIES AND TENANTS WILL BE BILLED FOR DAMAGES BEYOND NORMAL WEAR AND TEAR.21.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others (including CHA) to inspect a sample of the housing stock maintained by the Concord Housing Authority. This includes random pest control inspections.

**21.5 EMERGENCY INSPECTIONS**

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

**22.0 REPAYMENT AGREEMENTS**

- A. Paybacks will be offered to participants in accordance with CFR 982.552(c)(vii). Participants will not be allowed to have more than one payback currently outstanding. The older debt must be paid in full prior to the offer of a new payback.
- B. Participants who are two months or more delinquent in their payback at the time of request for a transfer will have to pay the payback in full before a transfer request can be considered. This requirement may be waived at the discretion of CH+R. Those who are current with their paybacks are eligible for a transfer.
- C. The maximum length of time allowed and minimum amount due schedule for repayment is as follows:

<b>Minimum Payment</b>	<b>Payback Range</b>	<b>Maximum Time</b>
\$10.00	Up to \$360.00	3 Years
\$10.00-\$15.00	\$361.00-\$720.00	4 Years
\$15.00-\$20.00	\$721.00-\$1080.00	4.5 Years
\$20.00-\$30.00	\$1081.00-\$1800.00	5 Years
\$30.00	\$1801 on up	6 Years

- D. Monthly statements will not be sent to participants. Once a payback becomes one month behind, the notice of delinquency is sent. If the payback is not brought current by the 20th of the next month, the notice of termination is sent. At that time the payback is two payments delinquent. Assistance will be terminated, the payback is considered in default, and the default will be pursued in small claims court. If the participant chooses to bring the payback current, they are only allowed to do so a maximum of

three times per calendar year, in agreement with the NH State law on curing evictions.

- E. CHA reserves the right to withhold utility reimbursements for repayment of a payback debt, if appropriate. The Director of Housing will decide if the payment should be withheld and the amount to be withheld.

### **23.0 GENERAL LEASE TERMINATION PROCEDURES**

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

Non-criminal, first time lease violations that are observed or alleged will result in a letter of concern regarding the violation. If another non-criminal lease violation is observed or alleged to have occurred within a twelve month period from the first alleged violation, the tenant will be asked to attend a pre-eviction meeting. If a third observation or violation is alleged within a twelve month period from the pre-eviction notification, CHA will pursue eviction.

No resident shall be given a Notice of Lease Termination without being told by CHA in writing the reason for the termination.

The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or CHA employees; and any drug-related criminal activity.

Notices of lease termination may be served personally or posted on the apartment door. Notice shall include a statement describing the right of any resident with a disability to meet with CHA staff and determine whether a reasonable accommodation could eliminate the need for the lease termination.

A written record of every termination and/or eviction shall be maintained by CHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

### **23.1 TERMINATION BY TENANT**

The tenant may terminate the lease at any time upon submitting a thirty (30)-day written notice. If the tenant vacates prior to the end of the thirty (30) days or does not give proper notice, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

When a tenant dies, CHA will require that the authorized representative remove belongings and return the keys to the unit within 14 days of death. Failure to do so will result in rent being charged for the days beyond the allowable period.

### **23.2 TERMINATION BY THE HOUSING AUTHORITY**

After October 1, 2000, the Concord Housing Authority will not renew the lease of any family that is not in compliance with the community service requirement or an approved agreement to comply. If the family member is not in compliance refuses to voluntarily leave the property, eviction proceedings will begin on the entire household.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses).
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- J. Any criminal activity on the property and any drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Concord Housing Authority;
- K. Use or possession of medical marijuana on the property;
- L. Non-compliance with required pest control measures;
- M. Non-compliance with Non-Citizen Rule requirements;
- N. Permitting persons not on the lease to reside in the unit more than fourteen (14) days within a twelve month period without the prior written approval of the Housing Authority;
- O. Non-Compliance with the Smoke Free Policy after July 1<sup>st</sup>, 2018;
- P. Non-compliance with the Community Rules;
- Q. Other good cause.

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

### **23.3 ABANDONMENT**

The Concord Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Concord Housing Authority representative may enter the unit and remove any abandoned property. It will be stored with reasonable care for twenty-eight (28) days. If the resident does not claim his or her property within 28 days it will be disposed of.

### **23.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Concord Housing Authority will return the security deposit within thirty (30)-days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.



Housekeeping standards will be issued at move-in and at least annually thereafter.. The Schedule of Move-Out Charges will be given to residents that give CHA the proper notice to vacate the unit.

Payment of interest at the current passbook savings rate of .06% will be added to the payment of security deposit fees for tenants in occupancy over 12 months.

The Concord Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30)-days.

## GLOSSARY

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

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

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

**Adult:** A household member who is 18 years or older or who is not the head of the household, or spouse, or Co-Head.

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

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

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

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

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

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

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

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

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

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

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

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

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

**Childcare Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed. Only where such care is necessary to enable a family member or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent

forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;

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

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

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

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

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Net Family Assets:**

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

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

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

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



**Person with Disabilities:** A person who:

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

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

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

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

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

**Pro-ration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

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

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

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

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

**Responsible Entity:**

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

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

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

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

**Specified Welfare Benefit Reduction:**

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

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

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

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

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

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

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

**Total Tenant Payment (TTP):**

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

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

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

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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

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

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

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

## ACRONYMS

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