

# The Allentown Housing Authority



## Admissions and Continued Occupancy Policy



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# CHAPTER 1: PROGRAM AUTHORITY AND OBJECTIVES

Link: [United States Housing Act of 1937](#)

The Allentown Housing Authority (AHA) manages the Public Housing Program and other housing programs in the geographic area covering the City of Allentown, PA. Through its assisted housing programs, eligible families are provided the opportunity to obtain decent, safe and sanitary housing.

Administration of AHA's Housing Programs and the functions and responsibilities of AHA staff are in compliance with AHA's policies and procedures, the Department of Housing and Urban Development's (HUD) regulations, and all applicable Federal, State and local fair housing laws.

## 1.1 Applicable Regulations

- [24 CFR Part 1](#): Nondiscrimination in Federally Assisted HUD Programs
- [24 CFR Part 5](#): General HUD Program Requirements
- [24 CFR Part 8](#): Nondiscrimination
- [24 CFR Part 35](#): Lead Safe Housing
- [24 CFR Part 100](#): Discriminatory Conduct Under Fair Housing Act
- [24 CFR Part 902](#): Public Housing Assessment System
- [24 CFR Part 903](#): Public Housing Agency Plans
- [24 CFR Part 945](#): Designated Housing
- [24 CFR Part 960](#): Admission and Occupancy Policies
- [24 CFR Part 965](#): AHA-Owned or Leased Projects – General Provisions
- [24 CFR Part 966](#): Lease and Grievance Procedures

## 1.2 AHA Mission

The Allentown Housing Authority's public housing program mission is to:

1. Provide decent, safe and sanitary housing at affordable cost to very-low-income families;
2. Expand housing opportunities;
3. Encourage self-sufficiency of program participants; and
4. Assure compliance with the HUD regulations, Equal Housing Opportunity requirements, and the AHA's policies.

## 1.3 Purpose of the Admissions and Continued Occupancy Policies (ACOP)

Link: [24 CFR Part 903](#)

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Allentown Housing Authority (AHA) to govern the Public Housing Program. Policies contained in this ACOP can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

The ACOP establishes policies for implementation and administration of the Public Housing Program by AHA. Where policies are open to determination by the PHA, this Policy sets forth AHA's policies. The ACOP is designed to be used with a series of Procedures referenced throughout the Policy. The procedures describe how this policy is carried out. Operational details, methods and systems are contained in the procedures. The AHA will update or issue new procedures, as necessary.

AHA will review the ACOP as needed to reflect changes in regulations, AHA operations, or when needed to ensure staff consistency in operation. Standard operating and day-to-day procedures are separate from the ACOP policy.

Issues not addressed in this document related to applicants and residents (also referred to as families) are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD guidance, or other applicable law. If a conflict arises between or among the regulations and/or policies identified in this ACOP, the regulations specifically promulgated for the applicable program will take precedence.

### **Housing Through Modernization Act**

[Link: HOTMA Resources | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) was enacted on July 29, 2016. Public Housing Authorities, such as the Allentown Housing Authority, implement the provisions of the law following HUD issued guidance. On February 14, 2023, HUD issued the Final Rule Implementing HOTMA Sections 102, 103, and 104 which are effective January 1, 2024, and require compliance by January 1, 2025 unless otherwise extended by HUD. These sections make changes to the United States Housing Act of 1937, particularly those affecting income calculation, reviews, and program eligibility. While some changes related to HOTMA are effective beginning in 2024 (such as the phasing out of Earned Income Disallowance), other changes cannot be effective until the housing management software and HUD systems are available to accept the new data. This date is referred to as the AHA HOTMA Compliance Date. The AHA will post on its website when the AHA HOTMA Compliance Date has been established.

## CHAPTER 2: GENERAL ADMINISTRATIVE PROVISIONS AND POLICIES

### 2.1 Confidentiality and Privacy Policy

Link [24 CFR 5.212](#); [HUD Form 9886 \(English\)](#); [HUD Form 9886 \(Other Languages\)](#); [VAWA 2022](#)

It is the policy of AHA to guard the privacy of applicants and residents, and ensure the protection of records in accordance with the Privacy Act of 1974. AHA will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law.

This privacy policy does not limit AHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy, and does not prohibit the AHA from disclosing information to local law enforcement if the resident is suspected of being involved in criminal or illegal activity.

All applicant and resident information is kept in a secure location and access will be limited to authorized AHA staff. AHA staff will not discuss personal family information unless there is a business reason to do so.

Prior to utilizing HUD's EIV system, the AHA will adopt and implement EIV security procedures required by HUD. Standard operating and day-to-day procedures are separate from the Admissions and Continued Occupancy policy.

### 2.2 Record Retention Policy

Link [24 CFR 908.101](#); [24 CFR 35 Subpart B](#); [PIH Notice 2017-13](#)

During the term of each public housing tenancy, and for at least three years thereafter, AHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, the AHA will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible
- Lead-based paint records
- Documentation supporting the establishment of flat rents and the public housing maximum rent
- Documentation supporting the establishment of utility allowances
- Documentation supporting PHAS scores
- Accounts and other records supporting the budget and financial statements for the program
- Family Self Sufficiency Addendum (if applicable)
- Other records as determined by the AHA or as required by HUD

Longer retention requirements may apply for citizenship status hearing documents

### 2.2.1 Records for Environmental Intervention Blood Lead Level

Link: PIH Notice 2017-3

The AHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

The AHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

If AHA learns that a child has an EBLL from someone other than a medical health care provider, such as from a parent, AHA will immediately verify the report with the health department or medical health care provider.

### 2.2.2 Upfront Income Verification (UIV) Records

AHA has access to UIV data through HUD's Enterprise Income Verification (EIV) System and is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper).

### 2.2.3 Criminal Records

Link: [24 CFR 5.903](#); [5.905](#)

AHA may only disclose the criminal conviction records which AHA receives from a law enforcement agency to officers or employees of AHA, or to authorized representatives of AHA who have a job-related need to have access to the information.

AHA has established a system of records management that ensures that any criminal record received by AHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing an informal hearing and the disposition of that action.

### 2.2.4 Medical/Disability Records

AHA is not permitted to inquire about the nature or extent of a person's disability. AHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If AHA receives a verification document that provides such information, AHA should not place this information in the tenant file. AHA should destroy the document.

### 2.2.5 Violence Against Women's Act

Links: Violence Against Women Reauthorization Act 2005; 24 CFR 5.2005 (b), (d), (e); 24 CFR 5.2003; 24 CFR 5.2009; 24 CFR 5.2007 (a)(1)(v); Federal Register / Vol. 81, No. 221

The AHA will not enter information related to the applicant or tenant claims under VAWA into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

1. Requested or consented to in writing by the individual (victim) in a time-limited release;
2. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
3. Otherwise required by applicable law.

The prohibition against entering this information into any shared database does not preclude AHA from entering this information into a database system used by the AHA that meets all requirements for securing sensitive personally identifiable information (PII), including the Privacy Act of 1974 (5 U.S.C. § 552a), as long as the requirements listed above and provided at 24 CFR 5.2007(c) are also met (e.g. the victim consents to in in writing in a time-limited release). (See also Section 3.9)

## 2.3 Community Service Policy

Links: [24 CFR 960 Part F](#); [Social Security Act Section 216 \(i\)\(I\)](#); [Social Security Act Section 1614](#); [42 U.S.C. 607\(d\)](#); [PIH Notice 2009-48](#); [PIH Notice 2016-06](#)

AHA will provide documentation to the family including:

1. Community Service policy and procedure
2. Process for claiming exempt status
3. How AHA verifies exempt status
4. AHA's determination of exempt and non-exempt family members
5. Notice that AHA will validate a sample of community service self-certifications

All non-exempt households in the Public Housing Program must comply with the following Community Service Requirements:

1. Each non-exempt household member adult must perform at least 8 hours of community service activity each month when the household is paying at least the minimum rent.
2. The required activity may be a combination of volunteer community service or self-sufficiency activity.
3. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual re-examination.
4. Activities must be performed within the jurisdictional area of the AHA.

### 2.3.1 Exempt Households

The AHA makes the final determination whether or not to grant an exemption from the community service requirement. All assisted members and those members on Food Stamps will be included in the

determination notice. If a resident does not agree with the AHA's determination, they may dispute the decision through the AHA's grievance procedures. When a non-exempt person becomes exempt, it is their responsibility to report and document the change to AHA within 10 business days of the change. When an exempt person becomes non-exempt, it is his/her responsibility to report and document the change to AHA within 10 business days of the change.

The following household members are exempt from the Community Service Requirement:

1. Household members who are under the age of 18 years of age
2. The following household members over the age of 18
  - a. Household members who are 62 years of age or older
    - i. Verification of this exemption status will be done only at the initial application
  - b. Household members who are blind or disabled as defined in the social security Act ([Section 216\(i\)\(1\)](#) or [Section 1614 of the Social Security Act \(42 USC 416\(i\)\(1\)](#); 1382c)
  - c. Household members who are the primary care giver of a blind or disabled individual as defined above
  - d. Household members who are engaged in work activity
    - i. 30 hours per week is the minimum number of work hours to qualify for a work activity exemption
3. The Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a resident is a member of family receiving assistance under SNAP, and has been found by the State of Pennsylvania to be in compliance with the program requirements, that resident is exempt.

Work activities include but are not limited to the following:

1. Unsubsidized employment
2. Subsidized private sector employment
3. Work experience, including work associated with refurbishing: publicly assisted housing, if sufficient private sector employment is unavailable
4. On the job training
5. Job search and job readiness assistance
6. Community service programs
7. Vocational educational training directly related to employment
8. Job skills training directly related to employment
9. Education directly related to employment for a household member who has not received a high school diploma or a certificate of high school equivalency
10. Satisfactory attendance at a secondary school or higher
11. Satisfactory attendance in a course of study leading to a certificate of general equivalence for a household member who has not completed high school or received such a certificate
12. The provision of childcare services to an individual who is required to perform the Service Requirement.



13. Household members who meet the requirements for being exempted from the work activity under Part A of Title IV of the Social Security Act (42 USC Section 601 et seq.) or under any other state welfare program, including a state-administered welfare to work program and who has not been found in non-compliance with that program by the State or other administering party.

Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

### 2.3.2 Program Design

The AHA's goal is to provide broad choice and design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The AHA will:

1. Work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program as needed;
2. Make efforts to identify volunteer opportunities throughout the community, especially those in proximity to the public housing development;
3. Provide available names and contacts at agencies that can provide opportunities for residents; and
4. Provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

Political activity is excluded.

Work activity must not take the place of work performed by paid employees.

Types of community service include volunteer work that benefits the property or the local neighborhood includes, but is not limited to:

- Work at a local institution, including but not limited to school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
- Work with a non-profit organization that serves AHA residents or their children, including but not limited to Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, neighborhood clean-up programs, beautification programs, etc.;
- Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.;
- Work with any program funded under the Older Americans Act, including but not limited to Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;

- Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);
- Work with other youth, disability service or advocacy, or senior organizations;
- Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);
- Work at the property to help with children's programs;
- Work at the property to help with senior programs;
- Help neighborhood groups with special projects;
- Work through the Resident Council to help other residents with problems, serving as an officer in an RC, serving on the RC or Resident Advisory Board;
- Care for the children of other residents so they may volunteer.
- Self-sufficiency activities\*, include, but are not limited to:
  - Job readiness programs;
  - Job training programs;
  - Skills training program;
  - Higher education (junior college or college);
  - Vocational education;
  - GED classes;
  - Verifiable job search activities;
  - Apprenticeships;
  - Substance abuse or mental health counseling;
  - English proficiency or literacy (reading) classes;
  - Parenting classes;
  - Budgeting and credit counseling;
  - Any kind of class that helps a person toward economic independence;
  - Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

\*The self-sufficiency hours counted toward the eight hour per month requirement will be only hours when a nonexempt adult is actually attending class or engaged in job training. It will not include time in transit.

### 2.3.3 Notice and Documentation

The AHA will provide the family with a copy of the Community Service Procedure at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement and at any time upon the family's request. AHA will provide the following:

- Community Service Policy and Procedure
- Process for claiming exempt status
- How AHA verifies exempt status

- Notice that AHA will validate a sample of community self-certifications

AHA permits resident self-certification of compliance with the CSSR. The adult family members must sign a certification that they have received and read the policy and procedure and understand that if he/she is not exempt failure to comply with the policy and procedure will result in non-renewal of their lease.

At the time of annual re-examination the AHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the AHA has reason to believe that an individual's exemption status has changed. The AHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt.

At least 30 days before the effective date of the annual re-certification, AHA will review and verify non-exempt family members Community Service compliance. The resident self-certification must include:

1. statement that the resident has completed the number of hours listed and this statement is subject to penalties of perjury;
2. the number of hours and type of activity (community service or self-sufficiency) that the resident completed;
3. the name of the organization or person for which the activity was completed;
4. the address of the organization or person;
5. the phone number of the organization or person; and
6. a contact person in the organization or the person for which the activity was completed

Prior to accepting resident self-certification for the first instance, AHA will obtain third party verification for that initial recertification.

AHA will not accept resident self-certifications for tenants subject to a work-out agreement until the resident has completed, and AHA has verified through a third party, that the resident has completed the required hours.

AHA will conduct a sampling of resident self-certification for third party verification.

AHA will maintain documentation of service requirement performance or exemption in the resident files.

The AHA Community Service Procedures are stated in the AHA Community Service Procedure.

#### 2.3.4 Program Noncompliance

If at annual recertification the family is determined to be in noncompliance, AHA will send the family a notice of non-compliance. The family will have 30 calendar days from the date of the notice to:

- Enter into a written agreement to cure the noncompliance over the 12-month term of the new lease, or
- Provide documentation the noncompliant resident no longer resides in the unit, or
- Request a grievance hearing.

If the family reports a noncompliant family member is no longer residing in the unit, the family must provide documentation the family member has actually vacated the unit. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member.

If the family does not request a grievance hearing or take corrective action within the required timeframe, AHA will take actions to terminate the tenancy of the household.

If, after the 12-month cure period, the family member is still not compliant, AHA will terminate tenancy of the entire family, unless the family provides documentation the noncompliant resident no longer resides in the unit.

- Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice.
- The family will have 10 business days from the date of the notice of continued non-compliance to provide documentation the noncompliant resident no longer resides in the unit, or to request a grievance hearing.
- If the family does not request a grievance hearing, or provide documentation within the required timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

## CHAPTER 3: GENERAL FAIR HOUSING POLICIES

### 3.1 Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C.\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#) <https://www.govinfo.gov/content/pkg/FR-2016-09-21/pdf/2016-22589.pdf>

It is the policy of the AHA to accept applications for housing from all persons regardless of race, color, religion, sex, sexual orientation, sexual identity, national origin, source of income, familial status, disability, or elderliness. In the selection and admission of tenants the Authority will not discriminate because of race, color, religion, sex, sexual orientation, gender identity, national origin, source of income, familial status, disability, or elderliness. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. AHA will make such physical and/or procedural changes as will reasonably accommodate people with disabilities.

AHA is an equal housing opportunity provider. AHA does not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). AHA does not interfere, threaten, or coerce persons in the exercise of their fair housing rights. AHA does not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

AHA provides information regarding Fair Housing and discrimination in housing on its website, in outreach materials, posters at its office, in the family briefing session and program packets. When needed, AHA will also assist with how to fill out and file a housing discrimination complaint.

#### 3.1.1 Complying with Civil Rights Laws

It is the policy of the AHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

1. [Title VI of the Civil Rights Act of 1964](#), which forbids discrimination on the basis of race, color, religion, national origin or sex.
2. [Title VIII of the Civil Rights Act of 1968](#) (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
3. [Executive Order 11063](#)
4. [Executive Order 13166](#) which requires that recipients of Federal financial assistance provide meaningful access to their limited English proficiency applicants and beneficiaries
5. [Section 504 of the Rehabilitation Action of 1973](#), which describes specific housing rights of persons with disabilities
6. [Age Discrimination Act of 1975](#)

7. [Title II of the Americans with Disabilities Act](#), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
8. [Violence Against Women Reauthorization Act 2013](#) (VAWA)
9. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, also known as the “Equal Access Rule”
10. Any applicable State laws or local ordinances that may apply, including those pertaining to Fair Housing or any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

AHA will provide information to applicants at the time of admission and residents at the time of annual re-examination about civil rights requirements.

AHA’s housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. AHA inquire not about the sexual orientation or gender identity of an applicant or resident for purposes of determining eligibility or otherwise making such housing available. However, the AHA may inquire about a person’s sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD’s 50058. The AHA will not discriminate because of race, color, marital status, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

Upon receipt of a complaint from an applicant or resident alleging a violation of the Equal Access Rule, AHA will determine if a program violation occurred, provide written notice and implement appropriate corrective action(s). AHA may also advise the family to file a Fair Housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Applicants or resident families who believe that they have been subject to unlawful discrimination may notify the AHA either orally or in writing. Notifications made orally will be documented in writing by AHA staff including: complaint description, applicant/resident name, date, and AHA staff taking complaint. The AHA will attempt to remedy discrimination complaints made against the AHA. The AHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD’s Office of Fair Housing and Equal Opportunity (FHEO).

Philadelphia Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East, 12th Floor  
Philadelphia, Pennsylvania 19107-3380  
(215) 861-7646  
(888) 799-2085      TTY (215) 656-3450



## 3.2 Language Assistance Plan and Limited English Proficiency Policy

Link: [Federal Register 1/22/07, 24 CFR 1](#)

The AHA is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency because of their national origin. AHA will take affirmative steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are public housing applicants and resident families.

AHA has determined that the majority of residents speak either: English and/or Spanish. The AHA staff can communicate in: English and Spanish.

Given very limited resources AHA will not develop a written LEP plan but will consider alternative ways to communicate and provide meaningful access. Every year, as part of AHA's annual plan process, the need for a LEP Plan will be reviewed and a Plan created if needed. The review will assess whether there have been any significant changes in the composition or language needs of the LEP population. The AHA will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken if the costs imposed do not substantially exceed the benefits.

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

### 3.2.1 LEP Options

1. When bilingual staff is available for translation, the AHA will utilize their services.
2. When LEP persons request, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the AHA: the staff communicate in English and Spanish.
3. The AHA will utilize the Language ID Card and other translated documents provided by HUD program office, when requested.
4. The AHA will utilize a language line for telephone interpreter services.
5. AHA will inform the resident association of language assistance services.
6. AHA will not provide written translation but will provide written notice in the primary language of the LEP language group of the right to receive oral interpretation of those written materials, free of cost. Translation may also be provided orally.



### 3.3 Family Outreach

Link: [24 CFR Part 903.2](#); [24 CFR 903.7](#)

The AHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families. When the AHA's waiting list is open, AHA will publicize the availability and nature of housing assistance through wide variety of sources such as local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. Efforts will be made to notify local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities.

AHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in AHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

### 3.4 Affirmatively Furthering Fair Housing

Link: [24 CFR Part 903.2](#), [24 CFR 903.7](#) and [24 CFR 960.103](#)

AHA will affirmatively further fair housing by marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. AHA will review these factors regularly to determine the need for and scope of affirmative marketing efforts.

### 3.5 Deconcentration Policy

Link: [24 CFR 903 Subpart A](#)

AHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to extremely low income families, will be to admit higher income families to lower income developments, and lower income families to higher income developments. In the event that the target goal is not being met, AHA may skip families with higher preference or earlier date/time in order to reach a family of the extremely low income level.

### 3.6 Reasonable Accommodations

Link: [24 CFR Part 8](#), [24 CFR Part 966.7\(b\)](#)

The AHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from or otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the AHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation and is verified as having the need such as an accessible feature or modification to a AHA policy, AHA will provide such accommodation unless doing so would result in a fundamental

alteration in the nature of the program: or an undue financial and administrative burden. In such a case, the AHA will attempt to make an alternate accommodation that would not result in a financial or administrative burden.

This policy applies to applicants and residents. A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity.

AHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, re-examination documents, and notice of adverse action. The notice will include the contact information of the AHA staff person responsible for requests for accommodation for persons with disabilities.

The AHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the AHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, the AHA will document the request in writing including: request specifications, family name, date, and AHA staff taking request.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize the AHA's housing programs and related services, the AHA will verify and evaluate the request. The AHA is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden. In such a case, the AHA may make another accommodation that would not result in a financial or administrative burden.

### 3.6.1 Legal Authority

This Policy is in compliance with the statutory authority listed below:

1. [Section 504 of the Rehabilitation Act of 1973 \(Section 504\);](#)
2. [Titles II and III of the Americans with Disabilities Act of 1990 \(ADA\);](#)
3. [The Fair Housing Act of 1968, as amended \(Fair Housing Act\);](#)
4. [The Architectural Barriers Act of 1968;](#) and
5. [24 CFR Part 8 Subpart C](#)
6. Pennsylvania Human Relations Act of 1955 (Endnote 5)
7. Allentown Human Relations Act

### 3.6.2 Definition of Disability

Person with disabilities is a person who:

1. Has a disability, as defined in [42 USC 423](#);

2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently, and
  - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - d. Has a developmental disability as defined in [42 USC 15001](#)
3. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
4. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
5. Means “individual with handicaps”, as defined in [24 CFR 8.3](#) of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

### Exceptions

The term disability does not include current use or current addiction to illegal drugs. “Current” means:

- It occurred recently enough to justify a reasonable person to believe that the use is current; or
- That continuing use is a real and ongoing problem.

Where there is evidence of prior use of illegal drugs and the family contends he/she is not engaged in current use, the family must provide evidence of recovery and be willing and able to be lease compliant. Examples of “evidence of recovery” include, but are not limited to, proof of completion of a supervised drug or alcohol rehabilitation program, other proof of a successful rehabilitation (i.e., willingness to participate in social service or other appropriate counseling) and/or currently participating in a supervised drug or alcohol rehabilitation program.

### **3.6.3 Examples of Reasonable Accommodations**

AHA will correct physical situations and procedures that create a barrier to equal housing opportunities to permit individuals with disabilities to take full advantage AHA’s programs. Reasonable accommodations will be made up to the point of undue financial or administrative burden or requiring changes fundamental to the program. Specific actions may include:

1. Allowing a larger unit size
2. Allowing a live-in aide
3. Allowing a service animal
4. Allowing a higher utility allowance
5. Community service exemption
6. Transfer: Examples of a reasonable accommodation transfer include, but are not limited to:
  - a. A transfer to a first floor unit for a person with mobility impairment, or
  - b. A transfer to a unit with accessible features.

- c. A transfer to the HCV program if the public housing property cannot accommodate the needs of the family.
  - d. Exemption from the two year no transfer policy if a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines
7. Alternative measures instead of lease termination
8. Rescheduling appointments and/or hearings
9. Attendance at a hearing of any other person approved by the AHA
10. Permitting an outside agency or family member to assist in an interview or meeting
11. Permitting applications and re-examinations to be completed by mail

A reasonable accommodation will not be granted to those carrying medical marijuana prescription cards allowing the use of medical marijuana under Pennsylvania law. Marijuana is a Schedule 1 controlled substance under federal law and its use is prohibited on AHA property and by AHA residents, whether on or off-premises.

In addition, an individual is not eligible for a reasonable accommodation if:

- He/she poses a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation, or he/she would cause substantial damage to property. The AHA will make an assessment based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts) to determine the likelihood of causing a direct threat to the health or safety of other individuals or causing substantial damage to property. The AHA will take into consideration the nature, duration, and severity of the risk of injury, and the probability that injury will actually occur.
- He/she is not otherwise qualified for the AHA program and this cannot be mitigated by a reasonable accommodation.

### 3.6.4 Undue Financial and Administrative Burden on AHA

The determination of undue financial and administrative burden will be determined on a case-by-case basis. Relevant factors include:

- The administrative cost and burden of the requested accommodation in comparison with the administrative cost of regular operations,
- Limits or availability of AHA's overall resources;
- The benefits that the accommodation would provide the family,
- The availability of other, less expensive, alternative accommodations that would effectively meet the family's disability-related needs, and
- The possibility of recouping costs from another source.

### 3.6.5 Fundamental Alteration in the Nature of AHA's Program

AHA will deny reasonable accommodation requests which would require a fundamental

alteration in the nature of its programs, services or activities, or which would create an undue financial and administrative burden or which are neither reasonable nor necessary. Determining a requested accommodation to be a fundamental alteration does not eliminate AHA's compliance responsibilities. If a requested action would result in a fundamental alteration or undue financial and administrative burden, AHA may take another action that would not result in a fundamental alteration but would nevertheless ensure that the person would have an equal opportunity to receive the program benefits and services. AHA's determinations with respect to fundamental alterations will be made on a case- by-case basis.

Types of activities that would be considered to be a fundamental alteration to the program include but are not limited to:

1. Actions that require substantial modifications to, or elimination of, essential lease provisions, community policy provisions, or program eligibility or screening requirements based on the obligations of tenancy (e.g., admission of an unqualified family or family member);
2. Actions that require AHA to add supportive services; e.g., counseling, medical, or social services, that fall outside the range of existing services offered by AHA;
3. Actions that require AHA to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that AHA offers; or
4. Actions that substantially impair AHA's ability to meet its essential obligations as a landlord, as defined in the AHA Conventional Public Housing Dwelling Lease (AHA Lease). AHA's obligations under the AHA Lease include management, administration, maintenance, or other services required for the operation of the program or upkeep of the property.

### 3.6.6 Denial and Appeal of Reasonable Accommodation

The public housing applicant or resident may file a complaint in accordance with AHA's Grievance Procedure following a formal determination by the AHA's 504 Coordinator. AHA will provide the AHA's 504 Coordinator information by posting in offices and on written correspondence.

An applicant or resident may, at any time, exercise their right to appeal a PHA decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

Philadelphia Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
The Strawbridge Building  
801 Market St 12th Floor  
Philadelphia, Pennsylvania 19107  
(215) 861-7646  
(888) 799-2085  
TTY (215) 656-3450

### 3.7 Live in Aide Policy

Link: [24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(i\)](#)

The AHA will approve a live-in aide if needed for families with an elderly or near elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

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

1. Is determined to be essential to the care and well-being of the persons
2. Is not obligated for the support of the persons, and
3. Would not be living in the unit except to provide the necessary supportive services

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and will not be considered a remaining member of a resident family.

A family's request for a live-in aide must be made in writing and is subject to AHA's verification. For continued approval, the family must submit a new, written request, subject to the AHA verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

1. Not obligated for the support of the person(s) needing the care, and
2. Would not be living in the unit except to provide the necessary supportive services.

The AHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if the person:

1. Does not meet AHA's screening and suitability criteria
2. Would cause the current unit to become overcrowded according to AHA standards and local codes
3. Falls under any category listed in this Policy in the Denials of Admission Section
4. Is on the AHA Trespass list

If the live-in aide has his/her approval withdrawn, he/she is no longer eligible to remain in the assisted unit and will be considered to be an ineligible member of the household. If the ineligible member remains in the unit after the AHA provides notice of the ineligibility, the AHA will begin eviction procedures.



### 3.8 Physical Impairment Policy

Link: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available by calling (814) 676-9315.

When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant or resident) to receive, interpret and explain housing materials and be present at all meetings.

AHA's Section 504 Plan for Property Management is stated in the AHA Reasonable Accommodation and 504 Procedure.

### 3.9 VAWA: Violence against Women Reauthorization Act Policy

Link: [Violence Against Women Reauthorization Act 2013](#); [24 CFR 5 Subpart L](#)

This Policy is applicable to all federally subsidized public housing administered by AHA. AHA will not discriminate against an applicant or resident on the basis of the rights or privileges provided under the VAWA. This policy is gender-neutral, and its protections are available to persons who are victims of domestic violence, dating violence, sexual assault or stalking.

Neither VAWA nor this Policy implementing it will preempt or supersede any provision of Federal, State or local law that provides greater protection under VAWA for victims of domestic violence, dating violence, sexual assault or stalking (VAWA-protected acts or threatened acts of violence).

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, an applicant for assistance or participant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or participant otherwise qualifies for admission, assistance, participation, or occupancy.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, will not be cause for denial of admission, termination of assistance, tenancy or occupancy rights if a tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse.



If an assisted household member engages in criminal acts of physical violence against family members or others, AHA may terminate assistance to the offending household member, or an owner/manager may 'bifurcate' a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or AHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under AHA's portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

AHA may request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance document their claim of domestic violence, dating violence, sexual assault, or stalking.

The individual may satisfy this request by providing any one of the following documents as described under 24 CFR 5.2007(b)(1):

1. Form HUD-5382; or
2. A document:
  - a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
  - b. Signed by the applicant or tenant; and
  - c. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
3. A record of a Federal, State, tribal, territorial or local law enforcement agency (may include a police report), court, or administrative agency; or
4. At the discretion of AHA, a statement or other evidence provided by the applicant

The victim of the actual or threatened violence or stalking must complete the request for documentation within 14 business days of receiving the written request for the certification from AHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by AHA, none of the protections afforded to victims of domestic violence, dating violence, stalking or sexual assault (collectively “domestic violence”) will apply. AHA, at its discretion, may extend the 14-day deadline.

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

1. Requested or consented to by the individual in writing
2. Required for use in an eviction proceeding
3. Otherwise required by applicable law

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, AHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

The AHA will not deny admission to the public housing program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking; provided that such person is otherwise qualified for such admission.

If an applicant claims protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking; the AHA will request in writing that the applicant provide documentation supporting the claim.

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation ([24 CFR 5.2007](#)) consisting of one of the following:

1. A signed statement requesting that the perpetrator be removed from the application
2. A signed statement certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit
3. Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.
  - a. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse.
  - b. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully.
  - c. The victim and perpetrator must also sign or attest to the documentation.

If presented with conflicting certification documents from members of the same household, AHA will attempt to determine who the true victim is by requiring each of them to provide third-party documentation.

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

1. Requested or consented by the individual in writing;
2. Required for use in an eviction proceeding or termination of assistance; or,
3. Otherwise required by applicable law.

AHA will cooperate with organizations and entities that provide shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking. If AHA staff becomes aware that an assisted person is a victim of domestic violence, dating violence, sexual assault, or stalking, AHA will refer the victim to shelter or other service providers as appropriate. This Policy does not create any legal obligation requiring AHA to maintain a relationship with a particular shelter or service provider to victims or to make a referral in any particular case.

### 3.9.1 VAWA – Lease Bifurcation

The AHA may bifurcate a family's lease and terminate the tenancy of the culpable family member if the AHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, the AHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066, HUD-5832) or other documentation of abuse submitted to the HRHA by the victim.

If the AHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, policies in this ACOP and the AHA VAWA Procedure. If necessary, the AHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the AHA may refer the remaining family members to a victim service provider or other agency with shelter facilities.

If AHA has reason to suspect that the lease termination notice might place a victim at risk, it will attempt to deliver the notice by hand directly to the victim. AHA will use the same caution if it decides to deliver VAWA information to a victim at any other time following an incident of VAWA violence.

### 3.9.2 VAWA Emergency Transfers

Victims of domestic violence, dating violence, sexual assault, or stalking, may seek an emergency transfer if the victim believes they are threatened with imminent harm from further violence if they

remain in your current unit; or if the victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before the request a transfer.

Emergency transfers for victims under the VAWA will follow the AHA's Emergency Transfer Procedure.

### 3.9.3 Limitation On VAWA Protection

VAWA does not limit AHA otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that AHA does not subject the victim to a more demanding standard than the standard to which it holds other tenants.

VAWA does not limit AHA's authority to terminate the tenancy of any public housing tenant if AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, HHA will consider the following, and any other relevant, factors:

1. Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking
2. Whether the threat is a physical danger beyond a speculative threat Whether the threat is likely to happen within a short period of time
3. Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest AHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

AHA's VAWA procedures are stated in the AHA VAWA Procedure.

## CHAPTER 4: APPLYING TO THE PROGRAM AND WAITING LIST

### 4.1 Application Process

Link: [24 CFR 1.4](#), [24 CFR 960.202](#)

AHA maintains a wait list of applicants sufficient to meet its needs for approximately two years. AHA will select applicants from the wait list for leasing its public housing units. The wait list, application and leasing process is performed in accordance with the AHA PH Waitlist and Admissions Procedure. The AHA maintains site-based wait lists.

The AHA will announce the reopening of the waiting list(s) prior to the date applications will first be accepted. No one will be denied the right to request or submit an application when the waiting list is open. However, depending upon the composition of the site-based waiting lists with regard to family types and preferences, the AHA may only accept applications for some or all bedroom sizes for some or all sites.

AHA will accept preliminary applications electronically and will specify in notifications how applications will be accepted. During periods of open enrollment, applications can be placed by those with disabilities, by external organizations that provide human services, and/or at AHA's designated locations. AHA will ensure the application process is accessible to all and will provide reasonable accommodation when requested.

Applications must be filled out completely in order to be accepted by the AHA for processing. Incomplete applications will not be accepted. Only complete and signed pre-applications received by the due date as indicated by a postmark, AHA time/date stamp or other appropriate electronic submission verification tool during the time-period specified by AHA will be accepted as eligible.

Applicants will be required to provide the following information on the pre-application:

- a) Name of all family members
- b) Address and phone number
- c) Emergency contact and phone number
- d) Social security number for head of household
- e) Date of birth for all family members
- f) Gender for all family members
- g) Elderly/disabled status (in accordance with the definition of "disabled" at 24 CFR 5.403)
- h) Sources of income (e.g. wages, social security, public assistance)
- i) Local preference
- j) Racial or ethnic designation of head of household
- k) Site selection

An applicant will be deemed preliminarily ineligible and not placed on the AHA waiting list if the applicant is currently housed in the same program and listed as the head of household or co-head of household.

## 4.2 Preferences

Link: [24 CFR 960.206](#)

AHA will prioritize its waitlists by time and date of application, and by any local preference points. Families who qualify as local preference holders, as defined in this section, will be admitted prior to families who do not have a local preference within either the Federal Income Targeting Eligible or Federal Income Targeting Ineligible categories of the waiting list.

AHA has the following preferences:

- VAWA- Victims of Domestic Violence
- Residency Preference
- Displaced Persons
- Veteran

Each of the Local Preferences has an individual point value described below. That value will be used in calculating the total points of the family's application for positioning on the waiting list as a Local Preference holder. The total points are determined by adding each corresponding individual point value of each Local Preference for which they qualify.

1. Victims of Domestic Abuse Preference: (2 points)

Any applicant who is a victim of documented domestic abuse/ sexual assault, in accordance with VAWA. Such applicant family will receive a preference for public housing upon providing the following information:

- a. A copy of a police report indicating an act of domestic violence/sexual assault has occurred against the applicant in the six months prior to applying for housing, or
- b. A copy of a hospital report indicating an act of domestic violence/sexual assault has occurred against the applicant in the six months prior to applying for housing.

In all instances the applicant must be an active client of Turning Point, Allentown, PA and must provide verification of such.

2. Residency Preference: (1 point)

Link: [24 CFR 982.207](#)

Any applicant family who qualifies as a resident of the City of Allentown. A resident is defined as a family or single person who lives in the City of Allentown, or whose head of household or spouse works in, or has been given a bona fide offer of employment in Allentown. Third-party written verification of this preference will be utilized. At the option of the AHA, leases, utility



bills, employer records, school records, driver's licenses, voter registration records, property tax records or credit reports also may be used to verify residency.

There is no minimum amount of time that the family must have resided in the City of Allentown to qualify for a residency preference. The use of the residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based upon the race, color, ethnic origin, gender, religion, disability or age of any member of the applicant's family.

3. Displaced Person (s): (3 points)

Displaced person (s). A family or sole member who has been displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

4. Veterans Preference: (1 Point)

Link: [2014 Act 188](#)

Applicants in any of the following categories are entitled to veterans' preference if they have completed their military service commitment and have received an honorable discharge from such service prior to taking a civil service examination. Applicants may include the veteran; widow/widower of a veteran.

- Certain military commitments completed prior to July 27, 1953.
- Applicants who have served in an active duty capacity in the armed forces of the United States since July 27, 1953. Such service must include completion of basic training.
- Applicants who served in the National Guard or Reserves. Such service must include completion of basic training and completion of either the entire first term of service or at least one period of active duty for a purpose other than training since August 2, 1990.
- Documentation to be included to claim this preference must include a photocopy of service discharge, DD Form 214 or other military document(s) showing date of entry, successful completion of basic training, character of service and completion of the military service commitment.

When adopting a new preference, AHA will notify all applicants on the current waiting lists to determine if any are eligible under the preference. AHA will specify in a public notice of a waiting list opening that current waiting list applicants may qualify for the preference. The notice will include any other information new applicants and current applicants on the waiting list will need to know about how to successfully apply and establish their preference status.

If an applicant makes a false statement in order to qualify for a Local preference, AHA will deny the preference.



If the AHA denies a preference, AHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting review with the Executive Director or his/her designee.

If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference.

Changes in an applicant's circumstances while on the wait list may affect the family's entitlement to a preference. Applicants are required to notify the AHA in writing when their circumstances change.

When an applicant claims an additional preference, he/she will be placed on the waiting list in the appropriate order determined by the newly claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that he/she were eligible for the first preference before he/she returned to the waiting list with the new preference.

### 4.3 Waiting List Placement

Link: [24 CFR 960.206](#)

The AHA maintains site-based waiting lists for its public housing program. (A separate waiting list is used for the Housing Choice Voucher Program (HCVP).) Each pre-application is positioned on the waiting lists based upon information submitted by the applicant, preference, date and time of application and unit size, as defined in this Policy.

Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received based on the site(s) in which he/she wish to reside for applicable designated developments. In filling actual or expected vacancies, AHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. AHA will offer the unit in the proper applicant sequence until it is accepted.

AHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance). Where the family is determined to be ineligible, AHA will notify the family in writing. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

When a waiting list is open, any family asking to be placed on the site based waiting list for Public Housing rental assistance will be given the opportunity to complete an application, even if applications are only being accepted from specific groups and the family may not qualify. Based on the AHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of

verification. When an AHA site based wait list is open, the AHA will advise the applicant of other open wait lists for which they may apply.

Any family who has failed to pay an outstanding balance consisting of uncollected rent and/or miscellaneous charges owed to the AHA or any other federally funded housing program will be permitted to complete a pre-application and be placed on the waiting list. The applicant must pay the outstanding balance and submit verification of such payment within 30 days of receiving notification from AHA that the family has been selected from the waiting list. AHA will suspend the eligibility determination and verification process until the applicant pays the debt owed and supplies the required verification. If after 30 days the debt has not been paid, AHA will determine the applicant ineligible and remove them from the site based waiting list from which they have been selected.

#### 4.3.1 Income Targeting Policy

Link: [24 CFR 960.202\(b\)](#)

The AHA will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

#### 4.3.2 Fungibility

Link: [Quality Housing and Work Responsibility \(QHWRA\) Act of 1998](#)

AHA will exercise fungibility between the Housing Choice Voucher and public housing programs as allowed by HUD to meet income targeting requirements and as also stated in the AHA's Administrative Plan.

### 4.4 Offer of Placement on the Housing Choice Voucher Waiting List

AHA does not maintain a merged waiting list for the public housing and the Housing Choice Voucher Program. Per 24 CFR 982.205, if the Housing Choice Voucher Waiting List is open when the applicant is placed on the public housing list, AHA will offer to place the family on both Lists. If a public housing site based waiting list(s) is open at the time an applicant applies for the Housing Choice Voucher program, AHA will offer to place the family on any open site-based public housing Waiting List so long as units of appropriate size are managed by AHA.

### 4.5 Opening and Closing the Waiting List

AHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The decision to close a waiting list will be based on the number of applications available for a particular size and type of unit and the ability of AHA to house an applicant in an appropriate unit within a reasonable period of time.

AHA may open a waiting list to preference-eligible only families, special populations only, for specific sites, or for specific bedroom sizes at specific sites.

When AHA opens the waiting list, AHA may advertise through public notice in any or all of the following:

1. Local papers
2. Minority publications (if available)
3. AHA Website
4. TV/radio
5. Other Media

To reach persons with disabilities or special populations, AHA will provide notice to local organizations representing the interests and needs of the disabled/special populations. The notices will be made in an accessible format if requested.

Notices will include information how to submit an application and information on eligibility requirements:

1. The dates, times, and the locations where families may apply.
2. Any system of site-based waiting list(s) offered by AHA
3. The programs for which applications will be taken.
4. A brief description of the program.
5. Limitations, if any, on who may apply.

Closing the waiting lists, restricting intake, or opening the waiting lists will be publicly announced. The waiting lists may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

AHA will purge the waiting lists as needed by removing names of those who are no longer interested in or no longer qualify for housing.

#### 4.6 Maintaining the Waiting List

AHA maintains site-based waiting lists for its public housing program. Each pre-application is positioned on the waiting lists based upon information submitted by the applicant, preference, date and time of application and unit size, as defined in this Policy.

The waiting list will contain the following information for each applicant listed:

1. Name and address of head of household
2. Racial or ethnic designation of the head of household
3. Unit size required (number of family members)
4. Unique identification number
5. Preference
6. Site selection
7. Date and time of application

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

1. The application will be a permanent part of the file.
2. All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.
3. Applications equal in preference will be maintained by date and time sequence.
4. Applicants may qualify for more than one preference.
5. All applicants must meet applicable income and other eligibility requirements as established by HUD and AHA.

Every reasonable action will be taken by AHA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside. AHA will disclose information to applicants regarding the location of available sites. Site selection specific criteria may also be required for a specific development. Site-specific criteria may include employment, sustaining employment, criminal history, utility requirements, credit checks, landlord references, age, minimum incomes, etc.

## 4.7 Updating the Waiting List

The waiting lists will be updated as needed to ensure that all applicant information is current.

AHA will purge the waiting list as needed contacting applicants to determine their continued interest in the program. Those applicants who indicate they are no longer interested or fail to respond to a purge letter will have their names removed from the waiting list. At the time of initial application, AHA will advise families of their responsibility and requirement to notify AHA in writing when mailing address or telephone numbers change.

When a family is removed from the waiting lists during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the AHA from making an eligibility determination; therefore, no informal hearing is required.

If the family is removed from the waiting lists for failure to respond, he/she will not be entitled to reinstatement unless verification of the following is received within 30 calendar days from the response due date:

1. Medical reasons(s): applicant household member, or member of the applicant's immediate family such as: mother, father, sibling, son, daughter or grandparent.
2. Civic Duty
3. Military Duty

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

## 4.8 Family Changes Prior to Unit Offer

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

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open. When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the AHA will make the decision taking into consideration the following factors:

1. The interest of any minor children, including custody arrangements
2. The interest of any ill, elderly, or disabled family members
3. Any possible risks to family members as a result of domestic violence or criminal activity;
4. Recommendations of Social Service Agencies, and;
5. Which family member applied as Head of Household.

When a family is on the wait list and the head of household is deceased, an adult member who has court ordered final custody of the children listed on the application will be allowed to retain the original application position. The family will take the appropriate place on the waiting list according to the date they first applied.

## 4.9 Removal from the Waiting List

The AHA will remove applicants from the waiting list if:

1. The applicant has requested that their name be removed. In such cases no informal review is required.
  - The applicant may request to be removed from one or more wait lists
2. The applicant has failed to advise the AHA of his/her continued interest in AHA's housing programs during the waiting list update. This includes failing to notify the AHA of any changes in family status, address, etc.
  - The wait list update will include a list of which site-based lists are being update. Failure to respond will remove the applicant from those site base wait lists announced.
3. The applicant fails to keep two scheduled interviews or appointments.
  - The applicant will be removed from the site base wait list for which the scheduled interview or appointments pertained.
4. The applicant fails to respond to AHA concerning information that is necessary to process the application or request from AHA to update information on their application.
  - The applicant will be remove from all wait lists for which the AHA information request pertained to.

5. AHA determines that the family is not eligible for admission at any time while the family is on the wait list.
  - The applicant will be removed from all wait lists for which the AHA determines that they are not eligible for admission.
6. The applicant fails to have rent at lease signing.
  - The applicant will be removed from the wait list from which they were selected for the unit.
  - The AHA may allow for applicant to enter into a repayment agreement for the required Security Deposit, per the Section 11.9 Repayment Agreement.
7. The applicant refuses one unit offer without good cause.
  - They will be removed from the Waiting List for that particular site.

If a family is removed from the waiting list because the AHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review, reasonable accommodations, and protections available to victims under the Violence Against Women's Act.

## 4.10 General Occupancy Units

General occupancy units are designed to house all populations of eligible families. In accordance with AHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to AHA's general occupancy units.

## 4.11 Resident Selection Policy

Link: [24 CFR 1.4\(b\)\(2\)\(ii\)](#);

### 4.11.1 Order of Selection

Applicants on the Site-Based Waiting List will be offered a unit of appropriate size when the applicant reaches the top of the approved waiting list. If more than one unit is available, then the unit that has been ready the longest is to be offered first. If the applicant rejects the unit without good cause he/she will be removed from the waiting list for that particular site.

Applicants must accept a unit offer within 2 business days of the date the offer is made.

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

If, for good cause, an applicant rejects a unit offer or is willing to accept the unit offered but is unable to take occupancy at the time of the offer, the applicant will not be repositioned on or removed from the waiting list.



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

1. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)].
2. Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
3. The family demonstrates to AHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.
4. A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
5. The unit does not meet the verified accessibility needs of the applicant.

#### 4.11.2 Offer of Accessible Units

AHA has a limited number of units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

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

1. First, to a current occupant of another unit of the same development, or other public housing developments under AHA's control, who has a disability that requires the special features of the vacant unit.
2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, AHA will require the applicant/tenant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant/tenant. This requirement will be a provision of the lease agreement.

#### 4.11.3 Resident Selection Notification

Link: [24 CFR 960.208](#)

AHA will notify the family in writing when it is selected from the waiting list. The notice will inform the family of the following:

1. Date, time, and location of the application interview, including any procedures for rescheduling the interview
2. Who is required to attend the interview
3. Documents that must be provided at the interview

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

AHA procedures for leasing a unit are provided for in the AHA Lease Up Procedures.

## 4.12 Occupancy Standards

### 4.12.1 Determining Unit Size

Link: [24 CFR 960.206\(c\)](#)

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

### 4.12. 2 Occupancy Standards Chart

The following standards will govern the number of bedrooms required to accommodate a family of a given size and composition. Reasonable exceptions to these standards may be made at the discretion of the Executive Director or his/her designee.

Bedroom Size	Minimum Occupants	Maximum Occupants
<b>0</b>	<b>1</b>	<b>1</b>
<b>1</b>	<b>1</b>	<b>2</b>
<b>2</b>	<b>2</b>	<b>4</b>
<b>3</b>	<b>3</b>	<b>6</b>
<b>4</b>	<b>5</b>	<b>8</b>
<b>5</b>	<b>7</b>	<b>10</b>

Applicants will be approved for admission as well as continued occupancy based upon the standard of two persons per bedroom with the exceptions listed below:

- Two children of the opposite sex will share the same bedroom until one reaches the age of 6 years and at the request of the family if older than 6. Two children of the same sex share a bedroom.
- A single head of household parent selected from the waitlist will not be required to share a bedroom with his/her child. A current resident single head of household parent will be required to share a bedroom with his/her child until the child reaches the age of 6 years old.
- Adults of the opposite sex (other than spouses) may not be required to share a bedroom.
- Live-in aides will be provided a separate bedroom.
- Member temporarily absent may be considered a part of the family group if they are living or will live regularly with the family. Temporarily absent reason must be documented and is subject to AHA approval.
- Spouses share the same bedroom.
- Foster children are included in determining unit size only if they will be in the unit for at least six (6) consecutive months.
- Families consisting of head and spouse or head and co-head with one or more children, an additional unborn child will be counted as a person in determining unit size. A pregnant woman must provide a proof of pregnancy letter on letterhead / stationery from her attending physician before an unborn child will be counted as a person in determining the unit size.

To prevent vacancies, AHA may provide an applicant family with a larger apartment than the occupancy standards permit. However, in these cases, the family must agree to move to a suitable, smaller apartment when another family qualifies for the larger apartment and there is an appropriate sized apartment available to which the family can transfer.

#### 4.13.3 Occupancy Standards Exceptions

An exception may be granted to allocate a separate bedroom to a family member, if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. Written verification of disability and need for the medical equipment may be required by AHA prior to allocation of the separate bedroom

An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the apartment size in which the family resides (according to the Occupancy Standards Chart) and the family does not want to transfer to a larger size apartment.

AHA procedures for granting exceptions to the Occupancy Standards are outlined in the AHA Reasonable Accommodation Procedure.

## CHAPTER 5: INITIAL AND CONTINUING ELIGIBILITY

Link: [24 CFR 982.4](#); [982.203](#); [HOTMA](#)

### 5.1 Qualifications for Admission

AHA will admit only applicants who are qualified according to all the following criteria:

1. Are a family as defined by HUD and AHA
2. Qualify on the basis of citizenship or the eligible immigrant status of family members.  
Link [24 CFR Part 5, Subpart E](#)
3. Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers  
Link [24 CFR Part 5, Subpart B](#)
4. Have income at or below HUD-specified income limits.  
Link [24 CFR Part 5, Subpart F](#)
5. Meet the Applicant Suitability and Selection Criteria stated in these policies
6. Consent to AHA's collection and use of family information as provided for in AHA consent forms.
  - Under HOTMA, the HUD-9886 form is only required to be signed by each adult household member at admission, addition of an adult member to the household, and/or when a member turns 18. It will not be required to be signed at each annual recertification and will remain in effect until the family is denied assistance, the family is terminated, or the family provides written notification to AHA to revoke consent.
  - AHA will terminate the lease or deny admission for any family with an adult member who revokes consent.
7. Applicants who are listed as a head of household or spouse of a head of household on a current AHA Public Housing lease are not qualified for admission.

### 5.2 Family Definition

Link: [24 CFR 5.403](#)

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person including a single pregnant woman with no other children;
2. A group of persons regularly living together, related by blood, marriage, adoption, guardianship, evidencing a stable relationship, operation of law and such group includes, but is not limited to:

- a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family; and
- f. The remaining member of a resident family.

For categorizing family as defined above, the terms disabled family, elderly family and near-elderly family are:

1. Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.
2. Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.
3. Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

A family may have a spouse or co-head but not both. The co-head is an individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from the social service agency, (i.e. Child Protective Services, DES, etc.).

A family does not include:

1. Live-in aide
2. Foster children and/or foster adults
3. A group of unrelated persons living together (friends, etc.)
4. Aunt, uncle, sister, brother, cousin, etc.
5. An additional family to the household, i.e. a sister and her children, etc.

Each family must identify the individuals to be included in the family at the time of application, and must notify the AHA if the family's composition changes within 10 business days.

### 5.2.1 Head of Household

The family may designate any qualified adult family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

### 5.2.2 Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family more than 50 percent of the time.

When more than one applicant or resident (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-examination will be able to claim the dependents. If there is a dispute about which family should claim the dependent(s), the AHA will make the determination based on court orders and social service agency orders showing which family has custody.

### 5.2.3 Family Break up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or resident family as part of a divorce or separation decree, the AHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the AHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the AHA will take into consideration the following factors:

1. The interest of any minor children, including custody arrangements
2. The interest of any ill, elderly, or disabled family members
3. The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this ACOP
4. Any possible risks to family members as a result of criminal activity
5. The recommendations of social service professionals

### 5.2.4 Remaining Family Member

A remaining family member is defined by HUD and previously approved by AHA to live in the unit as a household member. Live in aides, foster children and foster adults do not qualify as remaining family members.



In the event that the Head of Household moves from / abandons or otherwise voluntarily leaves the unit, the AHA will not permit the remaining household members to remain in the unit. If the head of household dies or non-voluntarily leaves the unit for any reason other than AHA termination of tenancy, continued occupancy by remaining household members is permitted only if:

1. The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence, and
2. A replacement head of household is identified and reported to AHA in writing within 30 calendar days of the occurrence, and:
3. If after 30 days of the occurrence, no head of household is reported, AHA will proceed with eviction.
4. The household member seeking to become the head of household must meet AHA's screening and eligibility requirements.
5. The member seeking to become the head of household has reported all income as required by AHA policy.
6. The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy.
7. The household agrees to occupy an appropriately sized unit based on AHA's Occupancy Standards.
8. Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).
9. The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
10. Those under 18 seeking to become the head of household must provide proof of emancipation.
11. An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet AHA's screening and eligibility criteria.

AHA may deny tenancy if an action to terminate the former head of household's tenancy began prior to the former head of household's departure from the unit.

AHA may permit exceptions to the above in cases where the departure was the result of VAWA or as a reasonable accommodation.

#### 5.2.5 Mixed Family

AHA will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined.

## 5.3 Citizenship Requirements

At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. Members who elect to not contend their status are considered to be ineligible noncitizens. Family members who declare citizenship or national status will be required to provide additional documentation supporting the individual's declaration of citizenship and national status. Documents accepted include original birth certificate, original naturalization certificate, unexpired INS card or Social Security card.

## 5.4 Social Security Number Disclosure

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

If AHA determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program but cannot become a resident until it can provide the documentation to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a resident, so long as the documentation required is provided to the PHA within 90 calendar days from the date of admission into the program.

The AHA will grant an extension of one additional 90-day period if the AHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required within the required time period, the AHA must follow the provisions of [24 CFR 5.216](#).

## 5.5 Determination of Annual Income

### 5.5.1 Definition of Income

Link [24 CR 5.609](#)

AHA uses HUD's current definition of Annual Income found at 24 CFR 5.609. Should this definition be revised, the current HUD definition will be used.

Annual income includes all amounts received from all sources by each adult member 18 years or older (even if temporarily absent) or the head of household or their spouse, plus unearned income by or on behalf of each dependent under 18 years of age, plus income from assets. Annual Income includes, but is not limited to:

- All amounts, not specifically excluded below, received from all sources by each member of the family 18 years or older or is the head of household or spouse of the head of household, plus.
- Unearned income by or on behalf of each dependent who is under 18 years of age, and
- All actual anticipated income from assets even if the asset is excluded from net family assets but the income from the asset is not otherwise excluded. Annual income will include the income from assets, if known, for total family net assets less than \$50,000 (an amount to be adjusted annually by HUD). Imputed returns on net family assets are included in annual income only when net family assets exceed \$50,000 (an amount that HUD will annually adjusted for inflation) and actual asset income cannot be calculated for all assets. Imputed returns are based on the current passbook savings rate, as determined by HUD. (Note: if it is possible to calculate actual returns from an asset, the PHA should use that amount as income)

#### 5.5.2 Alimony and Child Support

The AHA will count court-awarded amounts for alimony and child support unless the AHA verifies that:

- The payments are not being made and
- The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

If the amount of child support or alimony received is less than the amount awarded by the court, AHA will use the amount that is received by the family. AHA will accept as verification that the family is receiving an amount less than the award if one of the following:

- AHA receives verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement collection agency
- Or has filed an enforcement or collection action through an attorney.

If no child support is being received, the family must provide documentation as required by AHA for each child whom no support is being received. AHA will not include child support income if no payments have been received within the most recent sixty (60) days. It is the family's responsibility to supply documentation and a copy of the divorce decree. Income will be projected by averaging the most current three consecutive month's payment to project income for twelve (12) months.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

### 5.5.3 Sporadic income

Sporadic income is income that is not received regularly and cannot be reliably predicted.

### 5.5.4 Regular Contributions and Gifts

Examples of regular contributions include:

- Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
- Cash or other liquid assets provided to any family member on a regular basis
- "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
- Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

### 5.5.5 Incremental Earnings

The AHA defines incremental earnings and benefits as the difference between:

1. The total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and
2. The total amount of welfare assistance and earnings of the family member after enrollment in the program.

In calculating the incremental difference, the AHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

### 5.5.6 Earned Income Disregard (EID) Policy

Link [24 CFR 960.255](#)

The following provision of EID Policy will expire upon the HOTMA Effective Date January 1, 2024. Families currently enrolled in the EID policy on or before December 31, 2023 will be allowed to complete the income phase in periods.

This disallowance applies only to family members already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

1. Employment of a family member who was previously unemployed for one or more years prior to employment.
2. Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
3. New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months.

The baseline income is the annual income immediately prior to the implementation of the disallowance for a person who is a member of a qualified family. The family member's baseline (qualifying) income remains constant throughout the period that he/she is receiving the EID.

#### 5.5.7 Disallowance of Earned Income

Link: [24 CFR §§5.617, 960.255](#); [PIH Notice 2016-05, HOTMA](#)

Initial 12-month exclusion: During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the AHA will exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

Phase-in of rent increase: Upon the expiration of the 12-month period and for the subsequent 12-month period, the AHA will exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-year disallowance: The disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance (initial 12 months) and a maximum of 12 months (second 12 months), during the 24-month period starting from the initial exclusion.

Retroactive EID: A family may qualify for a retroactive EID if all the following are true:

- a) The family member qualified for an EID
- b) The family member reported the increased income,
- c) AHA increased the family's rent and
- d) The family paid the increased rent.

Before the amount potentially owed to a family for a retroactive rent credit is determined, any amounts owed to AHA by the family must be deducted. The family shall be entitled to their choice of payment of the retroactive amount due or a prospective rent credit. This only applies to families who are already participating in EID prior to January 1, 2024.

#### 5.5.8 Alimony and Child Support

The AHA will count court-awarded amounts for alimony and child support unless the AHA verifies that:

1. The payments are not being made and
2. The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

If the amount of child support or alimony received is less than the amount awarded by the court, AHA will use the amount that is received by the family. AHA will accept as verification that the family is receiving an amount less than the award if one of the following:

1. AHA receives verification from the agency responsible for enforcement or collection
2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement collection agency
3. Or has filed an enforcement or collection action through an attorney.

If no child support is being received, the family must provide documentation as required by AHA for each child whom no support is being received. AHA will not include child support income if no payments have been received within the most recent sixty (60) days. It is the family's responsibility to supply documentation and a copy of the divorce decree. Income will be projected by averaging the most current three consecutive month's payment to project income for twelve (12) months.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

#### 5.5.9 Regular Contributions and Gifts

Examples of regular contributions include:

1. Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
2. Cash or other liquid assets provided to any family member on a regular basis
3. "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
4. Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by the AHA. For contributions that may vary from month to month (e.g., utility payments), the AHA will include an average amount based upon past history. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

#### 5.5.10 Business Income

To determine business expenses that may be deducted from gross income, the AHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses (IRS Publication 535), unless a topic is addressed by HUD regulations or guidance.

##### 5.5.11.1 Business Expansion

Any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations.



#### 5.5.11.2 Capital Indebtedness

Capital Indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the AHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

#### 5.5.11.3 Acceptable Investments

Acceptable investments in a business include cash loans and contributions of assets or equipment.

#### 5.5.11.4 Co-Owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

### 5.6 Assets

Link: [24 CFR 5.609\(b\) and \(c\), HOTMA](#)

AHA adheres to HUD's definition of assets as outlined in 24 CFR.609(b) and (c). Should this definition be revised, the current HUD definition will be used.

An asset is an item of value that can be converted into cash, and may or may not earn income. Annual income includes income amounts derived from assets to which the family has access. Assets include, but are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the AHA to show why the asset income determination does not represent the family's anticipated asset income.

Effective upon the AHA HOTMA compliance date, if the Household has net assets in excess of \$50,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

**Assets include but are not limited to the following:**

#### 5.6.1 Joint Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the AHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the AHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the AHA will prorate the asset evenly among all owners.

### 5.6.2 Disposed Assets

The AHA will include the value of assets disposed of for less than fair market value during the past two years. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual re-examinations, the family may request an interim re-examination to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments. All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Families must sign a declaration form at initial certification and each annual re-examination identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

### 5.6.3 Checking and Savings Accounts

In determining the value of a checking account, the AHA will use the average monthly balance for the last two months. In determining the value of a savings account, the AHA will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, the AHA will multiply the value of the account by the current rate of interest paid on the account.

### 5.6.4 Investments

In determining the market value of an investment account, the AHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

1. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).

2. When the anticipated rate of return is not known (e.g., stocks), the AHA will calculate asset income based on the earnings for the most recent reporting period.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the AHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### 5.6.5 Real Property, Personal Property, Other Capital Investments

In determining the value of personal property held as an investment, the AHA will use the family's estimate of the value.

For Real Property value, AHA will use the equity (market value minus the amount paid off). If that amount is not available, AHA will use the loan balance.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

### 5.6.6 Restrictions based on net assets and property ownership.

HOTMA

Effective upon the AHA HOTMA compliance date, families may not receive assistance from the AHA if the family net assets include the following

- The family's net assets exceed \$100,000, which amount will be adjusted annually by HUD.
- The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
  - Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
  - Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
  - Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
  - Any family that is offering such property for sale.

- A property will be considered “suitable for occupancy” under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:
  - does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
  - Is not sufficient for the size of the family;
  - Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);
  - Is not safe to reside in because of the physical condition of the property (property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
  - Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

### 5.6.7 Asset Exclusions

4 CFR 5. 609(b) and (c) HOTMA

AHA adheres to HUD’s definition of assets as outlined in 24 CFR.609(b) and (c). Should this definition be revised, the current HUD definition will be used.

Asset exclusions include but are not limited to the following:

- Retirement Plans
- The value of eligible retirement plans recognized by the IRS are excluded from the net family asset calculation.
- Personal Property
- Non-necessary items of personal property when the total value does not exceed \$50,000 (as adjusted), and real property that the family does not have the legal authority to sell.
- Trust distributions
- Irrevocable trust or revocable trust outside of family or household control, excluded from the definition of net family assets under § 5.603(b),
- Distributions of the principal, or corpus, of the trust, and
- Distributions of income from the trust used to pay the costs of health and medical care expenses for a minor. Revocable trust or a trust under the control of the family or household: any distributions from the trust are excluded from income.
- Except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
  - Note: The principal of a trust is not new money coming in for the family, any distributions of a trust’s principal, regardless of the form of the trust, are excluded. As a general rule, PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of

earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.

## 5.7 Lump Sum Payments

### 5.7.1 Attorney Fees

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

## 5.8 Excluded Income

Link: [24 CFR 5.609\(c\)](#)

The following are types of excluded income:

1. Income from employment of children (including foster children) under the age of 18 years
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, as defined in §5.403;
6. Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received in the following circumstances:
  - a. From training programs funded by HUD,
  - b. 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),
  - c. Amounts received by a resident in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - d. Amounts received under a resident service stipend; and
  - e. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not

affiliated with a local government) and training of a family member as resident management staff.

9. Temporary, nonrecurring or sporadic income (including gifts);
10. 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;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs That includes assistance under any program to which the exclusions set forth in [24 CFR 5.609\(c\)](#) apply.
17. The portion of education grants that include tuition and required fees and other charges.

#### 5.8.1 Excluded Periodic Payment

The AHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency

#### 5.8.2 Income from Training Programs

AHA defines training program as: a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

1. Classroom training in a specific occupational skill
2. On-the-job training with wages subsidized by the program
3. Basic education

### 5.9 Deductions from Income

Link: 24 CFR 5.611, HOTMA

#### Dependent Deduction



\$480 for each dependent, which amount will be adjusted annually (effective upon the AHA HOTMA compliance date) as determined by HUD;

#### Elderly or Disabled Family Deduction

\$525 (effective upon the AHA HOTMA compliance date) for any elderly family or disabled family, which amount will be adjusted annually as determined by HUD. The current deduction is \$400.

#### 5.9.1 Anticipating Expenses

Generally, the AHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the AHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the AHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The AHA may require the family to provide documentation of payments made in the preceding year.

#### 5.9.2 Health and Medical Expenses

Health and medical care expenses, as defined in 24 CFR § 5.603, include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible for health and medical care expenses.

Effective upon the AHA HOTMA compliance date:

Health and medical exceeding 10% of a family's annual income (an increase from the current threshold of 3%) will be deducted from the amount of a family's income to determine the adjusted income.

Qualifying expenses are the sum of:

- Unreimbursed health and medical care expenses of any elderly or disabled family; and
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, in order to enable any member of the family, including the person with a disability, to be employed.

#### 5.9.3 Disability Assistance Expenses

*Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.*

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the AHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

The AHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the AHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the AHA will consider, the family's justification for costs that exceed typical costs in the area.

#### 5.9.4 Both Medical and Disability Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the AHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the AHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When the AHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

#### 5.9.5 Child Care

Child care is allowed as a deduction from income for children less than 13 years of age. The family must identify the family member(s) enabled to pursue an eligible activity: seeking work, pursuing an

education or being gainfully employed. The AHA will determine what is a reasonable amount based on local child care costs.

#### 5.9.5.1 Allowable Child Care Activities and Expenses

For school-age children under 13 years of age, costs attributable to public or private school activities during standard school hours are not considered allowable child care expenses. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the AHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the AHA will use the schedule of child care costs from the local welfare agency. Families may present, and the AHA will consider, justification for costs that exceed typical costs in the area.

#### 5.9.5.2 Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each re-examination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the AHA.

#### 5.9.5.3 Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

#### 5.9.5.4 Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the AHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work. This exception only applies when there are no other unemployed family member(s) who would otherwise be eligible to care for the minor child(ren).

#### 5.9.6 Health and Medical Care Expense Hardship

Medical, Disability and Disability Apparatus Expense Threshold Hardship

In the event that the change, effective upon the AHA HOTMA compliance date, of the medical, disability and disability apparatus expense threshold from an amount exceeding the threshold of three percent (3%) to ten percent (10%) of the family annual income for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses causes the elderly or disabled family (medical and disability expense) or family with a disabled member (disability apparatus expense) to experience a financial. This hardship is specifically for families that previously (last recertification) were using the deduction threshold of 3%.

The hardship remedy will be phased in as follows:

- The family will receive an initial hardship deduction totaling the sum of medical/attendant care and auxiliary apparatus expense that exceed 5 percent of annual income.
- Twelve months after the hardship is provided, the family must receive a deduction totaling the sum of expenses that exceed 7.5 percent of annual income.
- Twenty-four months after the initial hardship is provided, the family must receive a deduction totaling the sum of expenses that exceed ten percent of annual income.

#### 5.9.7 General Financial Hardship

This exemption is for families who can demonstrate a financial hardship due to an increase in their qualified expenses or because of a change that would not otherwise trigger an interim reexamination and that results in the family's inability to pay their portion of the rent. For purposes of this hardship exemption, the inability to pay rent is defined as the current tenant portion with monthly qualified expense is greater than 40% of family income.

The hardship remedy for this provision is the deduction of expenses exceeding 5% of their annual income for the sooner of 90 days or when the circumstances end. The AHA may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship continues. Families must report to the AHA when the circumstances that made the family eligible for the hardship exemption are no longer applicable.

#### 5.9.8 Hardship for loss of Childcare Expense

A family whose eligibility for the childcare expense deduction is ending may request a financial hardship to continue the childcare expense deduction. The AHA will recalculate the family's adjusted income and continue the childcare deduction if the family demonstrates that they are unable to pay their rent because of loss of the childcare expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering his or her education. For purposes of this hardship exemption, the inability to pay rent is defined as the current tenant portion with monthly qualified expense is greater than 40% of family income.

The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days but may extend such hardship exemptions for additional 90-day periods based on family circumstances. Families receiving a Hardship exemption for Childcare expense must report to the AHA when the circumstances that made the family eligible for the hardship exemption are no longer applicable.

### 5.10 Anticipating Income

#### HOTMA

Effective upon the AHA HOTMA compliance date:

For the purposes of initial eligibility, new admission and interim recertifications, the AHA will use current income to anticipate the annual household income. In such cases, the AHA will review and analyze current data to anticipate annual income.

The AHA will use the prior year income received by the family to determine household annual income at the annual recertification (unless using the streamlined income determination for sources of fixed income). HUD defines the prior year income as the income received during the preceding 12 months. AHA will review any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income, and non-recurring income when determining prior year income.

When the AHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the AHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

In such cases, the AHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and how the AHA anticipated income.

Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to the AHA to show why the historic pattern does not represent the family's anticipated income.

#### 5.10.1 Future Changes

1. If the AHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.
2. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family.
3. In such cases the AHA will calculate annual income using current circumstances and then require an interim re-examination when the change actually occurs. This requirement will be imposed even if the AHA's policy on re-examinations does not require interim re-examinations for other types of changes.
4. When resident-provided third-party documents are used to anticipate annual income, they will be dated within 60 days of the documentation request.

### 5.11 Criminal Background Policy

Link [24 CFR 5.903](#); [24 CFR 5.905](#); [24 CFR 960.204](#)

The AHA will perform criminal records checks at application for all adult household members (defined as 18 years of age or older) or when adding an adult member to the household.

The AHA will conduct criminal records checks that will include a National Criminal History Check. Local/State checks will be conducted where needed. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis. Minors turning 18 will be subject to the sex offender registration review.

The AHA will consider the nature, severity, length of time since occurrence and the discriminatory effect of the determination on a case-by-case basis when considering criminal background information. When denying an applicant or terminating a participant as the result of a criminal activity, the AHA will provide the applicant (denial) or participant with a copy of records used to make the determination and allow the family to present information which may mitigate the circumstances surrounding the negative outcome.



AHA's Criminal Background Procedure is stated in the AHA Management Procedure. AHA's Crime and Safety Procedure is stated in the AHA Management Procedure.

### 5.11.1 Drug Abuse Treatment Information

Link [24 CFR 5.905](#)

The AHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the AHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. The AHA will require the proposed family member sign a consent form for the drug abuse treatment facility to release information.

The AHA Drug Abuse Treatment Information Procedure is stated in the AHA Management Procedure.

## 5.12 Suitability Screening

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. The AHA will look at past conduct as a potential indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, AHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

AHA will consider objective and reasonable aspects of the family's background, including the following:

- History of meeting financial obligations, especially rent and any utility payments;
- Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
- History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- History of disturbing neighbors or destruction of property;
- Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
- History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

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

- A credit check of the head, spouse, co-head, and any other adult family members;
- A rental history check of all adult family members;
- A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement. Where the individual has lived outside the local area, AHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form.
- The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of AHA who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the AHA's action has expired without a challenge or final disposition of any litigation has occurred;
- A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. AHA will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. The AHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

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

## 5.13 Eligibility Determination

### 5.13.1 Eligibility Interview

Families selected from the waiting list are required to participate in an eligibility interview. The family will be sent an interview notice to their last known address indicating the date, time, place, who must attend and what documents must be presented at the interview. Interviews will be completed only after the applicant has submitted a complete eligibility packet. If all documents are not provided at the time of the interview, the interview will not take place and will be rescheduled once, within 10 business days. If any materials are missing, the AHA will provide the family with a written list of items that must be

submitted. AHA may conduct the eligibility interview by allowing the use of mail, electronic mail, telephone, and video call when appropriate.

The head of household and the spouse/co-head are required to attend the interview together. The interview will be conducted only if the head of household or spouse/co-head provides a government issued ID at the time of the interview for each adult in the household. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to the AHA.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation.

If the family is unable to obtain the information or materials within the required time frame, the family may request an extension for up to 10 business days. If the required documents and information are not provided within the required time frame (plus any extensions) the family will be sent a notice of denial. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

#### 5.13.2 Rescheduling the Interview

If the family is unable to attend a scheduled interview for good cause, the family must contact the AHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview without prior notice the AHA will send a denial letter. Only for documented and verified extenuating circumstances (illness, hospitalization, etc.), or reasonable accommodation, the applicant may contact the AHA within 24 after the scheduled appointment and the appointment will rescheduled once.

#### 5.13.3 Eligibility Notification

The AHA will notify a family in writing of their eligibility within 10 business days of the determination.

If the AHA determines that the family is ineligible, the AHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing, reasonable accommodation, and protections available to victims under VAWA.

## CHAPTER 6: VERIFICATIONS

Links: [24 CFR 5.230](#), [24 CFR 5.609\(d\)](#), [Notice PIH 2010-19](#), [Notice PIH 2013-23](#), [Notice PIH 2016-05](#)

The family must supply any information that AHA or HUD determines necessary to the administration of the program and must consent to the AHA verification of that information. All adult applicants and residents must sign the [HUD-9886, Authorization for Release of Information](#). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Failure to sign consent forms will result in denial of admission for applicants and lease termination for residents. The family will be informed of the denial or termination in accordance with AHA policies, and will be provided information on requesting an informal hearing.

At the time of initial eligibility determination and reexamination, applicants and residents will be required to certify to all information they provide to AHA and to sign verification forms permitting the release of information. The following information will be verified to determine eligibility for initial and continued participation in AHA's programs:

1. Household composition
2. Annual Income
3. Assets and Asset Income
4. Deductions from Income
5. Social Security Numbers of all household members
  - a. Pending disclosure and documentation of social security numbers, the AHA will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a voucher becomes available, the AHA will offer a voucher to the next eligible applicant family on the waiting list.
  - b. Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to AHA.
  - c. If the family provides an unacceptable document, the AHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the AHA within 60 days.
  - d. If the family certifies that the required evidence is temporarily unavailable and it needs more time, the AHA may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.
  - e. Once an individual's status is classified as "verified" in HUD's EIV system, the AHA may remove and destroy copies of documentation accepted as evidence of social security numbers.

6. Applicant Criminal History Information
7. Citizenship or eligible immigration status
8. Preferences

## 6.1 Methods of Verification

Link: [Notice PIH 2010-19](#); [Notice PIH 2013-23](#)

AHA uses HUD's hierarchy of verifications, in the following order:

1. Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system and Income Validation Tool (IVT) (Mandatory)
2. Up-front Income Verification (UIV) using a non-HUD system
3. Written Third Party Verification provided by applicant or resident
4. Written Third-party Verification Form
5. Oral Third-party Verification
6. Self-Certification/Tenant Declaration

### 6.1.1 EIV Verification Process

Link: [24 CFR 5.233](#)

The AHA uses HUD's Enterprise Income Verification (EIV) system and the EIV Income Validation Tool and reports to verify resident employment and income information at annual and interim re-certifications of family composition and income. The AHA will also use HUD's EIV system to reduce administrative and subsidy payment errors.

EIV and IVT are not available for verifying income of new applicants.

The AHA uses HUD's Enterprise Income Verification (EIV) system to verify participant employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual re-certifications. EIV data will be reviewed for interim recertifications only for families that are reporting zero income and for other administrative purposes as deemed necessary by AHA. The AHA will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, household member identity, under and non-reported income, and immigration status.

AHA's EIV Procedure is stated in the AHA Enterprise Income Verification Procedure.

### 6.1.2 Requirements for Non-EIV Verifications

The AHA's requirements for non-EIV verifications provided by the applicant or resident are:

1. Any third party documents supplied by the applicant or resident used for verification must be original or authentic documents and must be dated within 60 days of the request date. The documents must not be damaged, altered or in any way illegible.

2. Print-outs from web pages are considered acceptable documents.
3. The AHA staff member who views the document will make a photocopy, note the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

### 6.1.3 Third Party Written Verifications

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the AHA and will be sent directly to the third party.

The AHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 **and** the family has original documents that support the declared amount. Effective upon the AHA HOTMA compliance date, this amount will change to \$50,000.

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

### 6.1.4 Third Party Oral Verifications

AHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

### 6.1.5 Family Self-Certifications

Link: Notice [PIH 2013-03](#)

The documents in the application packet and annual re-certification packet serve as the family's self-certifications. When the AHA is unable to obtain third-party verification, the AHA will document in the family file the reason that third-party verification was not available. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the AHA. AHA may require the family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to the AHA and must be signed by the family member whose information or status is being verified.

## 6.2 Eligibility Verifications

The following information will be verified to determine qualification for admission and continued occupancy to AHA's housing:

1. Household composition, demographics and type (Elderly/Disabled/Non-elderly)
2. Annual Income



3. Assets and Asset Income
4. Deductions from Income
5. Social Security Numbers of all household members (see also Section 5.4)
  - a. Pending disclosure and documentation of social security numbers, the AHA will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a unit becomes available, the AHA will offer a unit to the next eligible applicant family on the waiting list.
  - b. Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to AHA.
  - c. If the family provides an unacceptable document, the AHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the AHA within 60 days.
  - d. If the family certifies that the required evidence is temporarily unavailable and it needs more time, the AHA may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.
  - e. Once an individual's status is classified as "verified" in HUD's EIV system, the AHA may remove and destroy copies of documentation accepted as evidence of social security numbers.
6. Applicant Criminal History Information
7. Citizenship or eligible immigration status

### 6.3 Legal Identity Verification

The AHA will require families to furnish verification of legal identity for each household member. A photo ID is required for each adult family member. Legal identity will be verified at application and on an as needed basis. Only the following identify documents are acceptable, in addition to the photo ID for each adult:

1. Adults: Birth Certificate or Naturalization Papers, Passport
2. Children: Birth Certificate, Adoption Papers, Court Award documents, Social Service Agency Award documents

#### 6.3.1 Adult Member Absence Verification

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., lease at another address or utility bill).

### 6.3.2 Foster Children and Foster Adults Verification

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

### 6.3.3 Student Status Verification

The AHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

1. The family claims full-time student status for an adult other than the head, spouse, or co-head; or
2. The family claims a child care deduction to enable a family member to further his or her education; or
3. The family includes a student enrolled in an institution of higher education.

### 6.3.4 Student Head of Households

Link: [Federal Register / Vol. 81, No. 183 / Wednesday, September 21, 2016 / Notices](#)

AHA may provide housing assistance to Independent Student Head of Households who are defined by meeting one of the following characteristics:

4. The individual is 24 years of age or older;
5. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
6. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
7. The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
8. The individual is a graduate or professional student;
9. The individual is a married individual

AHA will verify the Student Head of Household using the following:

1. Previous address information to determine evidence of a separate household, or verifying the student meets the U.S. Department of Education's definition of "independent student";
2. Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
3. Written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by

persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of "independent student

### 6.3.5 Disabled Status Verification

For family members claiming disability who receive disability payments from the SSA, the AHA will use HUD's EIV system to verify the disability payment. If documentation from HUD's EIV System is not available, the AHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the AHA will ask the family to request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov).

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

## 6.4 Verification of Income

Link: 24 CFR 960.259,

### 6.4.1 Wage Verification

The AHA requires two current and consecutive paystubs for determining annual income from wages. If paystubs are not available, the AHA will accept an authentic document on employer letter head that states wages for previous 60 days, or an employer payroll print out.

### 6.4.2 Tip Income Verification

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certification of tips received for the prior year and estimated tips anticipated to be received in the coming year.

### 6.4.3 Bonus Income Verification

For persons who regularly receive bonuses or commissions, the AHA will verify and then average amounts received for one year preceding admission or re-certification. The AHA will consider justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the AHA will count only the amount estimated by the employer.

### Business and Self Employment Income Verification

Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

- All schedules completed for filing federal and local taxes in the preceding year. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
- The AHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify its accuracy at all future reexaminations.
- At any re-certification the AHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.
- If a family member has been self-employed less than three months, the AHA will accept the family member's certified estimate of income and schedule an interim reexamination in three months.
- If the family member has been self-employed for three to twelve months the AHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

#### Social Security and SSI Benefits Verification

To verify the SS/SSI benefits of residents, the AHA will obtain information about social security/SSI benefits through HUD's EIV system. If the resident disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, the AHA will request a current SSA benefit verification letter from each family member that receives social security benefits.

If a family member is unable to provide the document, the AHA will help the resident request a benefit verification letter from SSA's Web site at [www.socialsecurity.gov](http://www.socialsecurity.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to the AHA.

#### Alimony and Child Support Verification

AHA verifies alimony and child support differently depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, verification will be sought in the following order.

- If payments are made through a state or local entity, AHA will request copy of the receipts and/or payment stubs for the 90 days prior to AHA request and request that the entity disclose any known information about the likelihood of future payments.
- Copy of the latest check and/or payment stubs
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- Third-party verification form from the person paying the support
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received

If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

#### Zero Income Verification

The AHA will check EIV to determine zero income. AHA will require all adult family members to execute verification forms to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. AHA may also require all adults residing in the household to sign a Release allowing AHA to obtain a certified copy of any tax return submitted to the IRS.

#### Student Financial Assistance

Link: 24 CFR 5.609(b)(9)

For a student subject to having a portion of his/her student financial assistance included in annual income, the AHA will request written third party verification of both the source and the amount.

Documents requested include:

- Family provided documents from the educational institution attended by the student
- Documents generated by any other person or entity providing such assistance, as reported by the student.
- Written verification of the student's tuition amount.

#### Verification of Parental Income of Students Subject to Eligibility Restrictions

If the AHA is required to determine the income eligibility of a student's parents, the AHA will request an income declaration and certification of income from the appropriate parent(s). The AHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the AHA. The required information must be postmarked within XX calendar days of the date of the AHA's request or within any extended timeframe approved by the AHA.

The AHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to Internal Revenue Service tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters and other official and authentic documents from a federal, state, or local agency.

## 6.5 Verification of Assets

Link: [24 CFR 960.259](#), [Notice PIH 2016-05, HOTMA](#)

For a family with net assets equal to or less than \$5,000 (effective upon the AHA HOTMA compliance date, this amount will be \$50,000), the AHA may accept the family's declaration without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. Net family assets are defined in 24 CFR 5.603.

Effective upon the AHA HOTMA compliance date, AHA may accept a family's declaration that they do not have any present ownership interest in any real property without taking additional steps to verify the accuracy of the declaration for all recertifying families.

The AHA will obtain third-party verification of assets at eligibility determination and every three years thereafter.

### Assets Disposed of for Less Than Fair Market Value Verification

AHA accepts the family's self-certification of whether any assets have been disposed of for less than fair market value in the past two years. The AHA needs to verify only those certifications that warrant documentation. The AHA will verify the value of assets disposed of only if:

- The AHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

### Income from Rental Verification

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current resident
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the AHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.



## Retirement Account Verifications

The AHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Before retirement, the AHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the AHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the AHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

### 6.5.1 Restriction on Assistance to Families Based on Assets

Effective upon the AHA HOTMA compliance date, the following ownership of assets will restrict the family from participating in the AHA's PH program.

- The family's net assets may not exceed \$100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers.
- The family may not have ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
  - the PHA Home Ownership program
  - Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property.
  - Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking
  - Any family that is offering such property for sale.
- A property will be considered "suitable for occupancy" under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:
  - Does not meet the disability-related needs for all members of the family e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.)
  - Is not sufficient for the size of the family.
  - Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner)

- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied)
- Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

Upon implementation of the HOTMA final rule, AHA will delay termination of assistance for recertifying households only for up to 6 months and the family may come into compliance during that time. There is no exception for new admission households to this restriction of assistance based on assets.

## 6.6 Use of other Federal Means Program Income Determinations

Effective upon the AHA HOTMA compliance date, the AHA may determine the family's income prior to the application of any deductions applied in accordance based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance.

Programs that may be used include:

- The Temporary Assistance for Needy Families (TANF)
- Medicaid
- The Supplemental Nutrition Assistance Program (SNAP)
- The Earned Income Tax Credit
- The Low-Income Housing Credit (LIHTC)
- The Special Supplemental Nutrition Program for Woman, Infants, and Children
- Supplemental Security Income (42 U.S.C. 1381 et seq.).
- Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

AHA will obtain third party verification of the income determination

## CHAPTER 7: UNIT OFFER AND LEASING

### 7.1 Unit Offers

Unit offers will not be made until the applicant has submitted all required documentation and is determined eligible for the program. The AHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

The applicant will be offered the first available unit. If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

AHA's Unit Offer Procedure is stated in the AHA Management Procedure.

#### 7.1.1 Accessible Unit Offers

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit. When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, the AHA will offer the unit to a non-disabled applicant.

When offering an accessible unit to a non-disabled applicant, the AHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement is a provision of the lease agreement.

#### 7.1.2 Showing Units Prior to Leasing

Applicants may have an opportunity to see the unit being offered or a similar unit before they accept the offer and lease the unit.

#### 7.1.3 Rejecting the Unit

If an applicant receives an offer of housing and rejects the offer without good cause, the AHA will remove the applicant from the waiting list for that particular site. AHA will notify the applicant in writing and will inform the family of their right and the process to request an informal hearing. The applicant may re-apply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until the AHA opens the waiting list.

Applicants may refuse to accept one unit offer for good cause. Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship. The AHA will require documentation of good cause for unit refusals. Examples of good cause are provided in Section 4.11.1.

## 7.2 Leasing

### 7.2.1 Leasing Orientation

After unit acceptance but prior to occupancy, an AHA representative will provide a lease orientation to the family. The head of household, spouse or co-head and all adult household members are required to attend. The orientation may be conducted with more than one family and will include the orientation agenda and leasing documents.

The AHA Leasing procedure is stated in the AHA Management Procedure.

### 7.2.2 Lease Provisions

Link [24 CFR 960, Subpart A](#)

The following provisions govern lease execution and amendments:

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease if all adult members are not present at the leasing orientation. Electronic signature may be accepted. The head of household will be provided a copy of the executed lease and the AHA will retain a copy in the resident's file.

1. A new lease is executed at the time of transfer of a resident from one AHA unit to another
2. If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.
3. The names and birth dates of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification will be permitted to occupy a dwelling unit.

### 7.2.3 Vehicles

All residents must:

- a. Register all vehicles with AHA
- b. Maintain a AHA issued parking sticker on each vehicle
- c. Provide proof of current registration
- d. Provide proof of current insurance

#### 7.2.4 Revising the Lease

Link: [24 CFR 966.3](#)

When the AHA proposes to modify or revise the lease, the AHA will post a copy of the notice and revised lease in the AHA office, and will mail a copy of the notice to each resident family. A copy of the notice will be placed in each resident file.

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause.

### 7.3 Pet Policy

The AHA pet policy establishes clear guidelines for ownership of pets and ensures that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Residents who have been approved to have a pet must enter into a Pet Agreement with the AHA, or the approval of the pet will be withdrawn. The Pet Agreement is the resident's certification that he or she has received a copy of the AHA's pet policy, Pet Procedures, and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the Pet Agreement that he or she understands that noncompliance with the AHA's pet policy and Pet Procedures, and applicable house rules may result in the withdrawal of AHA approval of the pet or termination of tenancy.

Pets must be registered with the AHA before they are brought onto the premises. Pets will not be approved to reside in a unit until completion of the registration requirements.

A service/assistance animal is not a pet. (see section 7.3.1)

AHA's Pet Procedures are stated in the AHA Pet Procedure.

#### 7.3.1 Assistance (Service) Animals Policy

Links [Section 504 of the Fair Housing Act \(42 U.S.C.\)](#); [24 CFR 5.303](#); [960.705](#); [966.7](#)

A Service Animal is a type of assistance animal that is trained to work with individuals with mobility impairments. Assistance animal is a general term referring to any animal that assists an individual with a specific task or tasks. A service/assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. A pet deposit is not charged for an assistance animal. For an animal to be excluded from the Pet Policy and be considered a

service/assistance animal, there must be a person with a disability in the household, and the family must request and AHA must approve a reasonable accommodation.

Residents must care for service/assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. Residents must ensure that service/assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

Residents will not allow their assistance animal to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms disturb, interfere and diminish include, without limitation, excessive barking, defecating and/or urinating in hallways, common areas or doorways, howling, chirping, biting, scratching and other like activities.

When a resident's care or handling of a service animal or assistance animal violates these policies, AHA can consider whether the violation could be reduced or eliminated by a reasonable accommodation. If AHA determines that no such accommodation can be made, AHA may withdraw the approval of a particular service or assistance animal.

AHA will consider the following:

1. Does the person making the request have a disability-related need for an assistance animal?
2. What work or tasks has the animal been trained to perform?
3. Does the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation?
4. Would the specific assistance animal in question cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation?

## 7.4 Smoke Free Environment

Link: [Federal Register / Vol. 81, No. 233 / Monday, December 5, 2016 / Rules and Regulations; 24 CFR § 965.653\(c\)](#)

AHA prohibits the use of prohibited tobacco products in all public housing living units, indoor common areas in public housing including, but not limited to bathrooms, lobbies, hallways, stairways, elevators, management offices, community rooms and balconies, and in AHA administrative offices. The smoke-free policy extends to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

AHA will post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the AHA lease.

Resident acknowledges that AHA's adoption of a smoke-free environment does not make AHA or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's



unit and the common areas. However, AHA will take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking area as smoke-free as is reasonably possible. AHA will address violations of this policy upon AHA actual knowledge of said smoking.

A breach of this policy constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of the policy by a household member or guest of the resident constitutes a breach of the AHA lease.

## 7.5 Rent and Other Charges

Link: [24 CFR 966.4](#); [966.5](#);

### 7.5.1 Security Deposit

Residents must pay a security deposit to the AHA at the time of admission. The AHA reserves the right to change or increase the required deposit by amendment to these rules after appropriate notification to AHA residents. The amount of the security deposit will be equal to \$100.00 and must be paid in full at the time the lease agreement is executed. The AHA reserves the right to establish a payment schedule of three equal payments for the security deposit if warranted.

Pet deposits are in addition to the security deposit. Assistive animals verified to be needed by residents with disabilities are not pets and pet deposits are not required.

If the resident transfers to another unit, the AHA will transfer the security deposit to the new unit. The resident will be billed for any maintenance or other charges due for the “old” unit and the difference of the security deposit for the new unit, if applicable.

The AHA will hold the security deposit for the period the family occupies the unit. The AHA will not use the security deposit for rent or other charges while the resident is living in the unit.

The resident must leave the dwelling unit in a clean and undamaged condition and must furnish a forwarding address to the AHA. All keys to the unit must be returned to AHA upon vacating the unit.

The AHA will provide the resident with a written list of any charges against the security deposit following move-out and will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease. If the resident disagrees with the amount charged, the AHA will provide a meeting to discuss the charges.

### 7.5.2 Rent Changes

If a family's resident rent changes, the AHA will notify the family of the new amount and the effective date by sending a Notice of Rent Adjustment which will become an attachment to the lease. AHA's rent collection procedure is stated in the AHA Rent Determination and Rent Collection Procedure.

### 7.5.3 Excess Utility Charges

When applicable, families will be charged for excess utility usage according to the AHA's current posted utilities schedule. Notices of excess utility charges will be mailed monthly. Charges are due and payable by the tenth (10<sup>th</sup>) day of the month.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction

If the family requests a grievance hearing within the required timeframe, the AHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

### 7.5.4 Maintenance Charges

When applicable, families will be charged for maintenance and/or damages according to the AHA's current schedule of maintenance charges. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Schedules of charges for services and repairs will be posted at the AHA office, and provided to applicants and residents upon request.

If the family requests a grievance hearing within the required timeframe, the AHA will not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction. AHA's Work Order Procedure is stated in the AHA Maintenance Procedure.

## 7.6 Visitors/Guests

Visitors (also known as guests) are permitted in a dwelling unit as long as they have no previous history of behavior on or off AHA premises that would be a lease violation. A list of individuals not allowed (trespassing) to return to the property for any reason will be maintained in the AHA office.

A resident family must notify the AHA prior to or within 72 hours of the guest arrival, when overnight guests will be staying in the unit. An adult guest can remain in the unit no longer than 14 consecutive days or a total of 14 cumulative days during any 12 month period.

If the visitor remains for more than fourteen (14) consecutive calendar days in a calendar year, without prior approval, it will be considered to be a violation of the public housing program and the lease, and grounds for eviction of the family.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last a maximum of 40 consecutive days, disaster, etc). An exception

will not be made unless the family can identify and provide documentation of the residence to which the guest will return. AHA may review case-by-case, any exceptions. In no event, will guests be permitted if it will result in a violation of occupancy standards.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. The family must notify the AHA in writing of the children(s) names and timeframes the child(ren) will be in the household.

Former residents who the AHA evicted, terminated the lease, or left the AHA owing money are not permitted as guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants and their presence constitutes violation of the lease. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants and trespassers, and their presence constitutes violation of the lease. Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

In making the determination if the person is an unauthorized household member. AHA will consider:

1. Statements from neighbors and/or AHA staff
2. Vehicle license plate verification
3. Post Office records
4. Driver's license verification
5. Law enforcement reports
6. Credit reports

## 7.7 Absence from the Unit

### 7.7.1 Absent Family Member

The AHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member.

Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. The AHA will determine if the family's unit size must be changed to meet the occupancy standards. The AHA will review each family's circumstances on a case-by-case basis.

The family must request AHA approval for the return of any adult family members that the AHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements stated in this ACOP.

#### 7.7.2 Absence of Entire Family

Families are required to notify the AHA before they move out of a unit in accordance with the lease. Absence means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the AHA may:

1. Conduct a special inspection
2. Post letters on exterior door
3. Telephone the family at the unit
4. Interview neighbors
5. Verify if utilities are in service
6. Check with the Post Office for forwarding address
7. Contact the emergency contact

Prior to temporarily leaving the unit, residents must advise the AHA in writing days when all family members will be absent from the unit for more than fifteen (15) consecutive days and provide a means for the AHA to contact the resident in the event of an emergency. Failure to advise the AHA of absences is grounds for termination of the lease. A person with a disability may request an extension of time as an accommodation.

The family must supply any information or certification requested by the AHA to verify that the family is living in the unit, or relating to family absence from the unit, including any AHA requested information or certification on the purposes of family absences.

Absence with Notice: If a family is absent from the unit for more than 90 consecutive days the AHA will terminate the lease for other good cause.

Absence without Notice: If the entire family is absent from the unit for more than fifteen (15) consecutive days without notifying AHA, the unit will be considered abandoned and the AHA will initiate termination of tenancy.

#### Absence/Abandonment:

- a. Abandonment of the leased premises by the Resident shall be presumed when the Resident moves out all or substantially all of the Resident's goods and personal items from the leased premises, and (a) the rent becomes due and unpaid and a notice to terminate the lease has been served, and/or (b) notice to terminate for any other lease violation has been served, and/or (c) notice to transfer electric service has been received and/or (d) mail is undeliverable or has been returned to the AHA and/or the entire family is absent from the unit for more than fifteen (15) consecutive days without notifying AHA whether or not the resident moves all or most of their personal goods from the unit
- b. Upon abandonment of the leased premises by Resident, Landlord shall mail a written notice to the Resident that Landlord plans to re-enter the leased premises and take possession of the same and that Landlord shall dispose of any remaining goods and personal property in the leased premises in accordance with State Law. At any time five (5) days or more after Landlord's effort to serve written notice on Resident, Landlord may re-enter the premises and retake possession of same.
- c. If a single-member household is absent for more than 90 days, his/her assistance will be terminated, unless he/she requests and is granted an extension. Third-party documentation acceptable to the AHA must be submitted (such as from a hospital, hospice, etc.) that indicated that he/she will return within the next 90 days (maximum absence cannot exceed 180 days).

#### 7.7.3 Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the AHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

#### 7.7.4 Absences Due to Placement in Foster Care

If a child has been placed in foster care, the AHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

If the child(ren) are removed from the home permanently, the unit size will be reduced in accordance with the AHA's occupancy guidelines.

#### 7.7.5 Caretaker for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, the AHA will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the AHA will extend the caretaker's status as an eligible visitor.
3. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
4. If the caretaker is considered a family member, the caretaker must submit an eligibility application, pass all eligibility criteria, and his/her income will be counted as part of the household. Once eligibility is passed, the lease will be transferred to the caretaker as head of household. The Head of Household must provide evidence of legal custody of any minor children.

#### 7.7.6 Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

#### 7.7.7 Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the AHA will request verification from a responsible medical professional if the member will be gone more than 180 days and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.



## CHAPTER 8: RENT CALCULATION

### 8.1 Choice of Rent: Income Based or Flat Rent

Link [24 CFR 960.253](#)

The annual AHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual re-examination. The AHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the resident file as part of the admission or annual re-examination process.

AHA's Flat Rent Procedure is stated in the AHA Management Procedure.

### 8.2 Ceiling Rents

Link [24 CFR 960.253 \(d\)](#)

AHA does not use ceiling rents.

### 8.3 Utility Allowances and Reimbursement

Link [Public Housing Guidebook, p. 138](#)

The AHA establishes separate allowances for each utility and category of units based on reasonable utility usage. The following requirements apply to residents living in, or applicants being admitted to, developments with resident-paid utilities:

- In developments with resident-paid utilities, the AHA will include a utility allowance in the calculation of the family's share of the rent. The utility allowance is used as a reduction in the tenant's portion of rent to be paid to the AHA.
- For families paying income-based rents, utility reimbursements occur when any applicable utility allowance for resident-paid utilities exceeds the family's TTP. The AHA will pay directly to the utility company any amount by which the utility allowance for the unit exceeds the Total Tenant Payment for the family who occupies the unit. A Utility Assistance Payments ("UAP") check will be issued at the beginning of the month. In no case will a utility reimbursement be paid to the resident.
- When a resident makes application for utility service in his/her own name, he/she shall sign a third-party notification agreement so that the AHA will be notified if the resident fails to pay the utility bill.
- If the Head of household, spouse, or co-head is unable to get utilities connected in his/her name because of a previous balance owed the utility company at a prior address, the resident/applicant will not be permitted to move into a unit with resident-paid utilities.
- Paying the utility bill is the resident's obligation under the AHA's lease. Failure to pay utilities is grounds for eviction.

The AHA has the option of making utility reimbursement payments not less than once per calendar-year quarter, for reimbursements totaling \$45 or less per quarter. In the event a family leaves the program in advance of its next quarterly reimbursement, the AHA will reimburse the family for a prorated share of the applicable reimbursement.

Families paying Flat Rent do not receive utility allowances and will not qualify for utility reimbursements.

#### Excess Utility Charges

Residents in units with master meters shall be charged for excess utilities if resident-supplied appliances or equipment are used in the unit beyond those expected for all residents. A standard schedule of excess utility charges is maintained in the AHA property office and updated annually.

## 8.4 Flat Rents

Link [PIH Notice 2014-12; PIH Notice 2014-12 FAQ's; 24 CFR 960.253 24 CFR § 960.257 \(a\)\(2\)](#)

### 8.4.1 Annual Update of Flat Rents

The AHA will review flat rents on an annual basis, and adjust them as necessary to ensure that flat rents are set at no less than 80 percent of the applicable Fair Market Rent (FMR) or, if applicable, Small Area FMR (SAFMR). The AHA will post the schedule of flat rents at the AHA office. AHA will revise the flat rents when necessary. If a new flat rent causes the family's rent to increase more than 35%, the rent increase will be phased in at 35% annually until such time the family chooses to pay income based rent or the family is paying the full new flat rent.

Flat rent amounts are stated in the AHA Management Procedure.

### 8.4.2 Choice of Rent and Recertification of Families

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual reexamination, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit. The family rent is not revised at the time the flat Rent schedule is made effective, unless it coincides with the family's annual reexamination.

The choice of flat rent is only offered at time of admission and annual reexamination.

Families paying flat rent are required to recertify only every three years, rather than annually. They are required to participate in annual re-examinations to ensure that the apartment size is still appropriate and community service requirements (if applicable) are met.

### 8.4.3 Hardship Reduction in Flat Rents

Link [24 CFR 960.253\(f\)](#)

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to decrease in income. After verifying the decrease in income and determining that the reduction in income will last more than 30 days, the family will be eligible for an interim re examination of income to determine their income based rent.

The AHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent. The income based rent will be effective the first day of the month following the family's request.

If the family's income rises again before the next annual re-examination, the resident must pay the income based rent until the next annual re-examination.

## 8.5 Maximum Rents 24 CFR 5.520

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

The AHA will review and if necessary re-calculate the public housing maximum rents annually and will post the maximum rents at the AHA office. The AHA will maintain records that document the methodology used to determine maximum rents for each unit size.

## 8.6 Welfare Rent

Welfare rent does not apply.

## 8.7 Minimum Rent

Link [24 CFR 5.630](#)

The AHA minimum rent is fifty dollars (\$50.00).

### 8.7.1 Minimum Rent Hardship

Link [24 CFR 5.630](#)

Families who live in Public Housing are eligible for the hardship exception to minimum rent if they meet at least one of the following criteria.

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances. To make a claim under this hardship exemption, the family must provide AHA with proof of application for assistance, or termination of assistance. The proof would be provided by the agency responsible for granting assistance or terminating assistance.
2. If the family would be evicted because it is unable to pay the minimum rent: For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or resident-paid utilities. The family must be able to document inability to pay the minimum rent at the time of the request
3. If Family income has decreased because of changed family circumstances, including the loss of employment: To make a claim under this criteria the loss of employment must not be the result of failure to meet employment requirements by the resident or resident. Changed circumstance as defined in this section includes, but is not limited to:
  - a. Reduction in work hours
  - b. Reduction in pay rate
  - c. Reduction in work force
4. If a death has occurred in the family: In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income). The deceased family member must be an income producing member of the household, which contribute to the 30% of income used to calculate the residents rent.
5. Other reasons: AHA may review other valid reasons on a case-by-case basis.

To make a claim under these provisions the resident or resident must submit a request, in writing, to the AHA office. The resident must provide documentation to support the request for a hardship exemption.

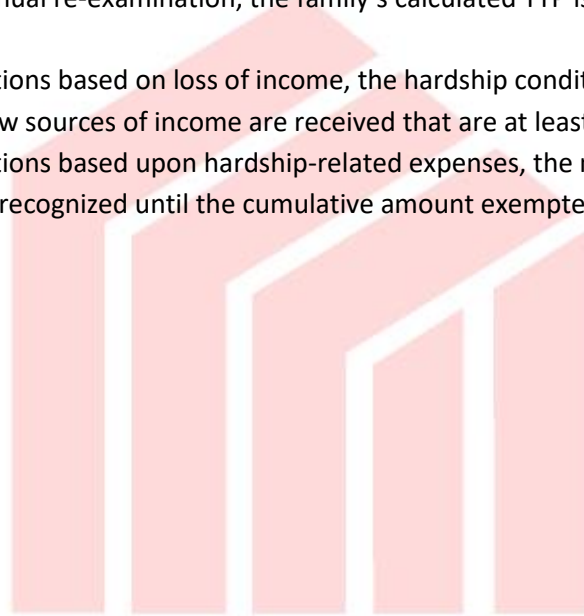
1. The AHA will make the determination of hardship.
2. The AHA will require the family to repay the suspended amount within 30 calendar days of the AHA's notice that a hardship exemption has not been granted. The AHA will enter into a repayment agreement in accordance with the AHA's repayment agreement policy.
3. If the AHA determines that a qualifying financial hardship is temporary, the AHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The AHA defines temporary hardship as a hardship expected to last 90 consecutive days or less. Long term hardship is defined as a hardship expected to last more than 90 consecutive days.

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

The hardship period ends when any of the following circumstances apply:

1. At an interim or annual re-examination, the family's calculated TTP is greater than the minimum rent.
2. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.
3. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.



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## CHAPTER 9: INSPECTIONS

The AHA will inspect all dwelling units prior to move-in, at move-out and during occupancy. AHA may conduct annual or biennial inspections. If AHA determines that a family requires annual inspections for a particular unit, AHA will inspect that unit annually. The AHA may require additional inspections in accordance with AHA policy.

The AHA Inspections Procedure is stated in the AHA Maintenance Procedure.

### 9.1 Move-In/ Initial Inspections

Link [24 CFR 966.4\(e\)](#)

The head of household is required to attend the initial inspection and sign the inspection form. A copy of the initial inspection, signed by the AHA and the resident, will be provided to the resident and kept in the resident file.

### 9.2 Move-Out Inspections

AHA will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection, unless the resident vacates without notice to the AHA. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The AHA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists AHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

When giving a thirty (30) day notice to vacate, the resident has a right to request a pre-inspection prior to moving out in order to determine what items may need attention or repair. This is to allow the resident the opportunity to complete these repairs and avoid charges against the family's security deposit.

### 9.3 Annual Inspections

The AHA, or its designee (e.g. third party inspector), will inspect all units annually using HUD's (National Standards for Physical Inspection of Real Estate (NSPIRE) as a guideline. An adult member of the household is required to attend the annual inspection. If an adult member cannot be present for good cause, the AHA will conduct the inspection. If minors are present in the unit with no adults, the inspection may be rescheduled once. If AHA is not able to conduct the rescheduled inspection due to only minors being present in the unit, it will be considered a lease violation for not providing access to the unit for inspection. If no one is at the unit at the time of the inspection, AHA will conduct the inspection and leave notice that the inspection occurred. AHA will conduct additional inspections if it is determined an inspection is needed.



## 9.4 Quality Control Inspections

The AHA will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues. The purpose of these quality control inspections is to assure that repairs were completed on time and accurately.

## 9.5 Special Inspections

AHA may conduct a special inspection for any of the following reasons:

- a) Housekeeping
- b) Unit condition
- c) Suspected lease violation
- d) Preventive maintenance
- e) Routine maintenance
- f) There is reasonable cause to believe an emergency exists

Building exteriors, grounds, common areas and systems will be inspected according to the AHA Maintenance Procedures. The AHA Preventive Maintenance Procedure is stated in the AHA Maintenance Procedures.

HUD representatives or local government officials may review AHA operations periodically and as a part of the monitoring may inspect a sampling of AHA's inventory.

## 9.6 Emergency Inspections

The AHA may conduct an emergency inspection without advance notice when there is reasonable cause to believe that an emergency exists. 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.

AHA will allow access to the unit to the proper authorities when issues of health or safety of the resident are concerned.

## 9.7 Inspections Notices and Attendance

### 9.7.1 Inspection Notices

The AHA may enter the unit, with reasonable advance notice to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing.

### 9.7.2 Inspection Scheduling

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the AHA at least 24 hours prior to the scheduled inspection. The AHA will reschedule the

inspection once unless the resident has a verifiable good cause to delay the inspection. The AHA may request verification of such cause.

### 9.7.3 Inspection Attendance Requirements

Link: [24 CFR 966.4\(i\)](#)

Except at move-in inspections and annual/biennial inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit. If only a minor(s) is present in the unit, the inspection will not be conducted and the inspection will be rescheduled once.

### 9.7.4 Family Responsibility to Allow Inspection

If the resident refuses to allow the inspection, the resident will be in violation of the lease. AHA must be allowed to inspect the unit at reasonable times (normal business hours) with reasonable notice. 48 hour written notice will be considered reasonable in all cases. AHA can enter the unit without notice if housing staff reasonably believes an emergency exists within the unit

## 9.8 Hazardous Conditions/Emergency Repairs

Link [24 CFR 966.4\(e\)](#)

When conditions in the unit are hazardous to life, health, or safety, the AHA will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

1. Any condition that jeopardizes the security of the unit
2. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
3. Natural or LP gas or fuel oil leaks
4. Any electrical problem or condition that could result in shock or fire
5. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
6. Utilities not in service, including no running hot water
7. Conditions that present the imminent possibility of injury
8. Obstacles that prevent safe entrance or exit from the unit
9. Absence of a functioning toilet in the unit
10. Inoperable smoke detectors

### 9.8.1 Non-Hazardous Inspection Repairs

The AHA will correct non-life threatening health and safety defects within 15 business days of the inspection date. If the AHA is unable to make repairs within that period due to circumstances beyond the AHA's control (e.g. required parts or services are not available, weather conditions, etc.) the AHA

will notify the family of an estimated date of completion. The family must allow the AHA access to the unit to make repairs.

## 9.9 Resident-Caused Damages

Damages to the unit beyond wear and tear will be billed to the resident.

If a unit fails inspection due to housekeeping or resident-caused damages, the resident will be given 15 calendar days to correct noted items, after which a follow-up inspection will be conducted. Residents will be issued a copy of the inspection report with required corrections. If a unit fails the follow-up inspection and if necessary to bring the unit into UPCS/NSPIRE compliance, needed repairs will be completed by AHA and charged to the resident.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

### 9.9.1 Housekeeping

Residents whose housekeeping habits pose an emergency, health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease.

A re-inspection will be conducted within 15 calendar days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

## 9.10 Lead Safe Homes

Link: [PIH Notice 2017-13](#);

In the event that the AHA finds that a child under age 6 or under has a EBLL (see section 2.2), AHA will conduct an environmental investigation of the child's unit and the common areas servicing that unit within 15 calendar days. If lead-based paint hazards are found in the index unit in a multiunit property, perform risk assessments in other covered units with a child under age 6 and the common areas servicing those units.

AHA will ensure that any lead-based paint hazards identified by the environmental investigation are controlled within 30 calendar days by a certified lead-based paint abatement firm or certified lead renovation firm. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, the AHA will control those lead-based paint hazards.

The AHA will notify all residents of lead evaluation and hazard control activities and will notify the HUD Field Office of the results of the environmental investigation and then of the lead hazard control work within 10 business days of each activity.

AHA will ensure that the unit and common areas are maintained as lead-safe for continued occupancy and will conduct periodic reevaluations of lead mediated areas every two years or as otherwise required under regulation.



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## Chapter 10: ONGOING PROGRAM OPERATIONS

### 10.1 Annual Re-Examinations

Links [24 CFR 960.257\(c\)](#); [24 CFR § 960.259\(c\)](#)

The AHA will conduct a re-examination of income and family composition at least annually for families paying income-based rent. AHA will inform the family of the flat rent amount and the income-based rent amount based on the family's income and household composition, along with the policies and procedures on switching rent types if there is a financial hardship. AHA will apply the family's rent choice decision at the next annual re-examination.

The AHA will schedule annual re-examinations to coincide with the family's move in date to the unit. If the family transfers to a new unit, the AHA will not perform an annual re-examination. The annual re-examination date will remain the month the family first moved into a AHA unit.

The AHA will begin the annual re-examination process approximately 120 days in advance of the scheduled effective date. The annual re-examination will be effective on the first of the month. Each household member age 18 and over will be required to sign consent for criminal background check as part of the annual update process.

The Annual Re-examination Procedure is stated in the AHA Management Procedure.

#### 10.1.1 Streamlined Income Determinations

For any family member with a fixed source of income, the AHA may determine that family member's income using a streamlined income determination by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; Federal, state, local, or private pension plans; Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

AHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and will verify the COLA or current interest rate from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the AHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined by a streamlined income determination, the AHA will obtain third-party verification of all income amounts every 3 years.

Other income for each family member must be determined pursuant to current regulations.

#### 10.1.2 Re-Examination for Families Paying Flat Rent

For families who choose flat rents, the AHA will conduct a reexamination of family composition at least annually, and will conduct a reexamination of family income at least once every three years. The AHA will follow the same reporting and verification procedures for flat rent annual re-examinations as for income-based.

In any year in which a family chooses the flat rent option but the AHA chooses not to conduct a full examination of family income and composition for the annual rent option, the AHA will:

- a. Use income information from the examination of family income and composition from the first annual rent option
- b. Inform the family of the updated flat rental amount and the rental amount determined by the most recent examination of family income and composition
- c. Inform the family of the AHA's policies on switching rent types in circumstances of financial hardship
- d. Apply the family's rent decision at the next lease renewal.

Family composition will be reviewed annually for all families, including those paying flat rent. For a family paying flat rent there will be no utility deduction.

## 10.2 Interim Re-examinations

Link [24 CFR 960.257](#); [24 CFR 966.4](#)

The AHA Interim Changes Procedure is stated in the AHA Management Procedure.

The family must report changes in income and/or household composition to AHA within 30 calendar days of the change. Families are not required to report cost of living adjustments to recipients of Social Security, TANF, Veteran's Assistance, and SSI.

### 10.2.1 Changes to Household Composition

Families, including those who pay income-based rent as well as those paying flat rent, must report all changes to household composition that occur between annual re-examinations in writing within 30 calendar days. The AHA will conduct interim re-examinations to account for any changes in household composition that occur between annual re-examinations

#### 10.2.1.1 Household Additions

Families must request in writing AHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than



14 consecutive days or a total of 14 cumulative calendar days during any 12-month period (not a guest). If the family adds a member by birth, adoption or court-awarded custody, the family must notify AHA within 30 calendar days of the addition.

Following a receipt of a family's request for approval, the AHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. The AHA will not approve the addition of a new family or household member unless the individual meets the AHA's suitability, screening and eligibility criteria and documentation requirements.

If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit, the AHA will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the AHA. Exceptions will be made on a case-by-case basis.

If a new household member is approved by the AHA to reside in the unit, the person's name and birth date will be added to the lease. The head of household and AHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease. Only persons listed on the most recent certification form and lease, or added in accordance with these policies will be permitted to occupy a dwelling unit.

If the AHA determines that an individual does not meet the AHA's suitability, screening, eligibility criteria or documentation requirements, the AHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The AHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Residents who fail to notify the AHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the AHA, and the entire household will be subject to lease termination and eviction.

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

#### 10.2.1.2 Household Member Removals

The resident must notify the AHA of a family member move-out within 10 calendar days of its occurrence. The family must provide verification of the adult member move out: lease at another location, etc.

#### 10.2.2 Changes Affecting Income or Expenses

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

Interim re-examinations may be scheduled either because the AHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the AHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

Families may report a loss of income within 30 days of the occurrence. The AHA will perform an interim for the loss of income if the amount of income exceeds ten percent (10%) of the total household income of the last recertification.

Families must report an increase in income within 30 days of the increase. The AHA will review the increased household income and must conduct an interim recertification if the amount of unearned income exceeds ten percent (10%) of the total household income of the last recertification.

##### 10.2.2.1 AHA-Initiated Interim Re-Examinations

Links [24 CFR 960.257](#); [24 CFR 966.4](#)

The AHA will conduct interim re-examinations in each of the following instances:

1. An increase in income from zero income.
2. If at the time of the annual re-examination, resident-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the AHA will conduct an interim re-examination.
3. The AHA may conduct an interim re-examination at any time in order to correct an error in a previous re-examination, or to investigate a resident fraud complaint.

The family must complete an Interim Change form and provide necessary information within 10 business days of the AHA request.

#### 10.2.2.2 Family-Initiated Income Interim Re-Examinations

A family may request an interim reexamination of family income or composition because of any changes since the last determination. AHA will process the interim re-examination within a reasonable time after the family's request and submission of all required documentation.

If a family reports a change that it was not required to report and that would result in an increase in the resident rent, the AHA will note the information in the resident file, but will not conduct an interim re-examination. The change will be made at the annual re-examination.

If a family reports a change that it was not required to report and that would result in a decrease in the resident rent, the AHA will conduct an interim re-examination.

#### 10.2.3 Interim Re-Examination Effective Dates

If the resident rent is to increase:

1. The increase generally will be effective on the first of the month following 30 days' notice to the family.
2. If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

If the resident rent is to decrease:

3. The decrease will be effective on the first day of the month following the month in which the change was reported.
  - o Effective upon AHA HOTMA Compliance Date, if the tenant has complied with the interim reporting requirement and the tenant's rent is anticipated to decrease, rent decreases will be effective on the first day of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease will be applied retroactively.

The family will be notified of the new resident rent and effective date.

### 10.3 Transfer Policy

The AHA designates certain types of transfers as taking priority over new admissions. All other transfers for reasons that do not meet one of these priorities will be evaluated on a case by case basis to minimize impact on vacancy turn-around time and rent collections. The AHA shall maintain a transfer list to determine priority and precedence and indicate reason for the transfer. Such transfers will be approved by the AHA for the following reasons in the priority order listed:

1. Emergency transfers (hazardous maintenance conditions), Renovation, Demolition, Disposition

2. High-priority transfers (verified medical condition, threat of harm or criminal activity, VAWA, and reasonable accommodation)
3. Transfers to make accessible units available
4. Occupancy standards
5. Other AHA-required transfers
6. To avoid concentrations of the most economically and socially deprived families.

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the Executive Director, the AHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

The types of transfers that may be required by the AHA, include, but are not limited to:

1. Transfers to make an accessible unit available for a disabled family
2. Transfers to comply with occupancy standards
3. Transfers for revitalization, rehabilitation, demolition, disposition
4. Emergency transfers

Transfers required by the AHA are mandatory for the resident. If the resident does not move, the resident is in violation of the lease which is grounds for lease termination.

If the Authority has units within the same community large enough to accommodate the family's needs but does not have a vacancy of any such unit, the Authority may transfer the family to a suitable unit in another community in accordance with the Authority's Assignment Policy. The transferring of families shall have priority over new applicants.

Reassignment of transfers to other dwelling units shall be made in compliance with the AHA's non-discrimination policy.

Residents **shall not** be transferred to a dwelling unit of equal size within the project except for alleviating hardships as determined by the Executive Director or his/her designee. Tenants requesting a transfer on this basis must submit written evidence documenting the nature of the hardship for the Executive Director's consideration and decision.

When an adapted/accessible unit becomes vacant, the unit will be offered in the following manner:

1. First, to a current occupant of another unit in any community who has a disability which requires the accessibility features of the vacant unit.

2. Second, to an eligible qualified applicant on the waiting list who has a disability which requires the accessibility features of the vacant unit.
3. Third, to an eligible non-disabled applicant (the AHA may require the applicant to agree to move to a non-accessible unit when available if another applicant requires the accessibility features of this unit; this agreement may be incorporated into the lease).

Refusal by the tenant of an AHA required transfer to an appropriate unit is grounds for termination.

Transfers at a tenant's request to any AHA site must meet the following minimum requirements:

1. Complete appropriate transfer form;
2. Be current in his/her rent/utility payments;
3. Have made timely rent payments during the last twelve (12) months;
4. Have a history of maintaining his/her unit in a safe, decent and sanitary condition during his/her residency with the Authority;
5. Have no serious lease violations in the last twelve (12) months which might cause the Authority to initiate legal eviction procedures for causes other than non-payment of rent; and
6. Prior to transfer, tenant must have the unit in good condition with the exception of normal wear.

Exceptions to the good record requirement may be made on a case by case basis to meet the needs of AHA. Exceptions may also be made when the AHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides documentation of abuse.

#### 10.3.1 Reasonable Accommodation Transfers

In case of a reasonable accommodation transfer, the AHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the AHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is submitted orally, AHA will document the request in writing, with: the resident name, reasonable accommodation request, date, and signature of AHA staff taking the request.

The AHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

AHA's Transfer Procedures are stated in the AHA Transfer Procedure.

## CHAPTER 11: DENIAL OF ASSISTANCE AND LEASE TERMINATIONS

Link: [24 CFR 960.203](#)

### 11.1 Evidence and Considerations

Evidence of criminal activity includes, but is not limited to engaging in and/or any record of convictions, arrests, or evictions for suspected criminal activity of household members within the past three (3) years.

AHA will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by AHA inspectors and/or investigators, and evidence gathered from AHA incident reports.

AHA will consider the following factors prior to making its denial or termination decision:

1. Evidence of the applicant or resident's participation in or willingness to participate in social service or other appropriate counseling service programs
2. In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
  - a. AHA will require the applicant/resident to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
3. Whether the cause of the unfavorable information may be that the applicant/resident is the victim of domestic violence, dating violence, sexual assault or stalking.
  - a. AHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to a unit, a prior arrest record) that would warrant denial under AHA's policies. Therefore, if AHA makes a determination to deny admission to an applicant family, AHA will include in its notice of denial/termination a statement of the protection against denial provided by VAWA, a description of AHA confidentiality requirements.
  - b. A request that an applicant/resident wishing to claim this protection submit to AHA documentation meeting the specifications below with her or his request for an informal hearing for an applicant and a grievance hearing for a resident.



4. The existence of mitigating factors, such as loss of employment or other financial difficulties.
5. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, AHA will determine whether the behavior is related to the disability. If so, upon the family's request, AHA will determine whether alternative measures are appropriate as a reasonable accommodation. AHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. An incarcerated culpable family member may not be an applicant, resident or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon AHA request.

## 11.2 Denial of Assistance

Link: [24 CFR 960.204](#); [24 CFR 5.Subpart I](#)

AHA is required to deny admission if the applicant has:

1. Persons evicted for drug-related criminal activity.  
The AHA will deny an applicant for three (3) years from the date of the eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity. However, the AHA may admit the household if the PHA determines:
  - i. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the AHA; or
  - ii. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
2. Persons engaging in illegal use of a drug:
  - i. The PHA determines that any household member is currently engaging in illegal use of a drug (For purposes of this section, a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior within the past six (6) months); or
  - ii. The PHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
4. If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

(i) In the screening of applicants, the AHA will conduct criminal history background checks in the State where the housing is located and in other States where household members are known to have resided.

5. Persons that abuse or show a pattern of abuse of alcohol. If the AHA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. Any other HUD required reason.

AHA may deny admission to an applicant family if AHA determines that any household member is currently engaged or has engaged in any of the following activities within the past three (3) years.

1. Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three years.
2. Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants.
3. Has a pattern of eviction from housing or termination from residential programs within the past three years (considering relevant circumstances).
4. Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program.
5. Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent.
6. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.
7. The applicant or any member of the applicant household is not a former resident of a public housing authority, or a former participant in the Housing Choice Voucher program, who had a record of lease violations or whose tenancy was terminated by the Housing Authority or private landlord.
8. No previous resident may be readmitted unless all previous amounts owed have been paid to public housing authority; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless AHA has agreed in writing to grant eligibility upon payment of amounts due.
9. Has engaged in or threatened violent or abusive behavior toward AHA personnel.
10. Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
11. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
12. And any other HUD required reason

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family will be denied admission:

1. Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
2. Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
3. Other criminal activity means a history of criminal activity involving crimes of actual or threatened persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents. For the purposes of this policy, this is construed to mean a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past three years.
4. Criminal activity that may threaten the health, safety, or welfare of other tenants, including the possession of illegal firearms.
5. Criminal activity that may threaten the health or safety of AHA staff, contractors, subcontractors, or agents.
6. Criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender.

### 11.3 Notice of Denial

Link: [24 CFR 960.208](#)

AHA will notify applicant families in writing of any decision to deny assistance.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, AHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact AHA to dispute the information within that 10 day period, AHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

## 11.4 Denial of Assistance for Noncitizens

Link: [24 CFR 5.514\(d\); 24 CFR 5.508\(g\) \(5\)](#)

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in Chapter 5: Initial and Continuing Eligibility. This verifications chapter discusses HUD and AHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date.

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing. Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

A pro-rata reduction in housing assistance will be made for all persons in the resident family who do not have either citizenship or eligible immigration status.

If, within 10 calendar days of the eligibility interview the family fails to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible.

When AHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 calendar days of the determination. The notice will explain the reasons for the denial of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with AHA within 15 calendar days. The informal hearing with AHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

## 11.5 Informal Hearing Policy

Link: [24 CFR 966 Subpart B](#)

The AHA will only offer informal hearings to applicants for the purpose of disputing denials of admission. Informal hearing requests must be made in writing within the required timeframe. The informal hearing will be conducted by a person other than the one who made the decision under hearing or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of the AHA. The hearing decision will be based only on evidence presented at the hearing by both parties. Evidence presented after the hearing will not be considered. Extensions for evidence will not be granted.

The person conducting the informal hearing will make a recommendation to the AHA, but the AHA Executive Director is responsible for making the final decision as to whether admission should be granted or denied. If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified in writing.

AHA will not provide a transcript of an audio taped informal hearing.

The AHA Informal Hearing procedures are stated in the AHA Informal Hearing and Grievances Procedure.

### 11.5.1 Informal Hearing for Citizenship

The AHA will provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

## 11.6 Lease Terminations

Link [24 CFR 966.4](#)

### 11.6.1 Resident Initiated Terminations

1. Required Notice: Before a resident vacates the unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the management office. The resident's obligation to pay rent continues until the end of the notice period and the keys are returned to Management, except if the unit is re-rented sooner (see 5. below).
2. Vacates Due to Death, Illness, or Nursing Home Admission: In general, a 30-day written notice from a family member will be required (see A.1 above). However, the management staff will

attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit. AHA may allow more time if circumstances warrant it.

3. **Moving Without Notice:** If a resident moves without giving proper notice (known as a “skip”) or does not return the keys to Management, the resident may be sent an abandonment notice specifying the date management became aware of the “skip” and follow up with legal action to recover the unit.
4. **Negotiated Vacates or Evictions:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action or if the Resident is evicted. In these cases, no further written notice is required.
5. **Rent Cut-off Dates:** Rent will be charged through the effective date of the vacate notice. If the resident vacates before the end of notice period, turns in the keys to management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating Resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.

#### Effect of Giving Notice to Vacate:

1. Except as provided in #2 below, once a resident has given written notice to AHA management that he or she is terminating the dwelling lease and vacating his or her unit, the resident will not be allowed to cancel, revoke, or otherwise change the notice.
2. If the unit has not been shown and accepted for re-rental by a new or transferring resident, the vacating resident may request AHA management to agree to an extension of the vacate date or, in a case of hardship, may request management to allow the notice to be cancelled by the resident. Any agreement to a change in the vacate date or a cancellation of the notice is at the discretion of management and will be made in writing.
3. If a resident fails to vacate the unit on the vacate date stated in the notice to management or as otherwise agreed in writing between the resident and management, management may file an action in court alleging an illegal holdover past the termination of the lease.

#### 11.6.2 Termination of Lease for Nonpayment of Current or Retroactive Rent

If rent is not delivered timely, the Property Manager or AHA’s designee, will proceed to terminate the lease. If retroactive rent becomes due, the Resident must promptly pay such rent. No extension of payment of retroactive rent will be made except as provided for under the hardship provision of payment of security deposit, rent, and other charges. Procedure for termination for nonpayment of retroactive rent is the same as termination for current rent.

- **Timing of Notice:** If rent is not paid in full by the tenth day of the month, a Late Payment Notice and a Notice of Termination, terminating the dwelling lease in 14 days will be sent to the resident. After the expiration of the 14-day period, a Notice to Quit will be filed against the resident in the appropriate court.



- *State Law Regarding Termination for Non-Payment: Termination for Non-Payment:* The Notice to Quit will be served on the resident household in accordance with Pennsylvania law and HUD regulations.
- *Order of Possession; Physical Eviction:* If the court rules in the AHA's favor and issues an Order of Possession which is served on the resident, acceptance of the rent payment is at the discretion of management and if not accepted, the resident must voluntarily move or be physically moved out in the presence of the sheriff or constable.

### 11.6.3 Consideration of Termination of Lease for Violations Other Than Non-Payment of Rent

When it becomes necessary to consider termination of a lease for other than nonpayment of rent, and prior to sending a termination notice, management may meet with the tenant, or make reasonable efforts to arrange such a meeting, to determine the reason for failure to comply with the lease.

If the breach is the result of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control then VAWA protections may be enacted. All families will be provided with a notice of rights under VAWA upon notification of eviction or termination of assistance.

### 11.6.4 Lease Termination for Cause

The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms or other good cause. Management will act promptly to propose termination in serious situations that affect any of the following:

1. Any violent or drug-related criminal activity on, near or off premises;
2. Health and Safety;
3. The property, other residents, staff, or neighbors, or;
4. The well-being of the building, development, or neighborhood.

### 11.6.5 Non-Renewal of Lease

#### Reasons for Non-Renewal:

- Serious or repeated violations of the Dwelling Lease, including chronic late payment of rent
- Failure to comply with community service program
- Record of disturbing other residents
- Failure to pay on other charges
- Unsafe and unsanitary housekeeping

#### Timing of a Non-Renewal of a Lease:

Thirty (30) days prior to the effective date of the annual reexamination, the Property Manager will review the tenant's file to determine if there is cause for non-renewal. If there is sufficient cause, the manager will send the Resident a notice denying the renewal of the lease and informing the Resident that he or she must vacate the dwelling unit by the end of the month following the month in which the notice is given.

### Rights to Hearing

Residents who are notified of the non-renewal of their lease have a right to a hearing in accordance with the Tenants Grievance Procedure. The non-renewal notices will include a notice of the right, and must be filed in writing within ten business days of the termination notice

## 11.7 Termination Notices

AHA will attempt to deliver notices of lease termination directly to the resident or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a statement of the protection against termination provided by the Violence against Women Reauthorization Act of 2005 (VAWA) for victims of domestic violence, dating violence, sexual assault or stalking. The notice will also include a copy of HUD form 50066 (alternate languages), Certification of Domestic Violence, Dating Violence, or Stalking.

AHA will give written notice of 30 calendar days for nonpayment of rent. For all other lease terminations AHA will give 30-day written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

Expedited Notice (Notice of Violation of Lease with Intent to Terminate) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

### **Terminations for Unacceptable criminal activity for Low Income Public Housing Applicants and Residents will be based on the following:**

1. Drug related convictions;
2. Alcohol related convictions (if it indicates an ongoing pattern);
3. Fraud;
4. Acts of violent behavior convictions; and or
5. Violent or drug-related criminal activity committed by residents will be grounds for termination from the program.

Applicants/ residents must report any convictions from criminal activity which occurs after the application review (this includes residents, participants and those that have not yet moved into AHA assisted housing program(s)).

Applicants/residents will be given 45 days to resolve active warrants.

AHA will allow applicants and residents to address and present mitigating circumstances regarding criminal background checks prior to final decision.

## 11.8 Over Income Residents

Link: [83 FR 35490](#)

When the AHA becomes aware, through an annual reexamination or an interim reexamination for an increase in income, that a family's income exceeds the applicable income limit, the AHA will document that the family exceeds the threshold and will begin to monitor the family income over a 24 month grace period. The over income limit is set by multiplying the very low-income level for the applicable area by a factor of 2.4 (a limit equal to approximately 120% of the area median income).

After the 24-month grace period, families remaining over the established income limit may continue to live in a public housing unit paying an alternative rent provided that they have executed the Non-Public Housing Over Income Lease. A remaining NPHOI family must be charged a monthly rent equal to the higher of: the applicable fair market rent (24 CFR 888(A)), or the amount of the monthly subsidy provided for the unit (HUD will publish annually). NPHOI families failing to execute a Non-Public Housing Over Income Lease will be terminated from their tenancy.

The Non-Public Housing Over Income families (NPHOI) are no longer public housing program participants and may not participate in public housing resident councils or programs for low-income or public housing participants. NPHOI families cannot receive a utility allowance from the PHA, be subject to income reexaminations, or be required to comply with Community Service and Self-Sufficiency Requirements.

If the family's income has fallen below the over income limit at any time during the 24-month grace period, the family will remain public housing program participants and return to regular income reexamination periods. If the family becomes over income again, AHA begins a new 24-month grace period.

## 11.9 Repayment Agreements

Link: [Notice PIH 2018-18](#)

If a family owes amounts to the AHA, as a condition of continued occupancy, the AHA may require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the AHA of the amount owed. The family will have the option to repay the amount owed as follows:

- In a lump sum payment; or
- Down payment of at least 10% of the amount owed in addition to a maximum of 24 monthly installment payments of the balance of the amount owed; or
- A combination lump sum payment and monthly installments

Any repayment agreement between the AHA and a family must be signed and dated by the AHA and by the head of household and spouse/co-head (if applicable). If the family refuses to repay the debt, does

not enter into a repayment agreement, or breaches a repayment agreement, the AHA will terminate the family's tenancy and utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit

The repayment agreement will include the total amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. The amount of the monthly repayment together with the family's TTP will not exceed 40% of the family's adjusted monthly income. The amount of the monthly repayment will be amended as adjustments are made to the family's TTP. The AHA repayment agreements will not exceed a term of 24 months.

The AHA generally will not enter into a repayment agreement with a family if:

- There is already a repayment agreement in place with the family
- If the AHA determines that the family committed program fraud
- If the amount is greater than two months of the tenant rent.

AHA may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. AHA may take such action, as necessary, to collect the amounts owed.

## 11.10 Evictions

The AHA Dwelling Lease is a yearly lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. The AHA may refuse to renew the lease at the time of reexamination, or it may initiate a termination action against a resident for non-payment of rent, for serious or repeated violations or for other good cause.

### 11.10.1 Eviction Information

A written record of every termination and/or eviction will be maintained by AHA and will contain the following information:

1. Name of resident, number and identification of unit occupied
2. Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently
3. Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail
4. Date and method of notifying the resident

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

## 11.11 Grievance Policy

Links: [24 CFR 966, Subpart B](#); [Notice PIH 2016-05](#)

Grievance is defined as any dispute a resident may have with respect to a AHA action or failure to act in accordance with the individual resident's lease or AHA regulations that adversely affects the individual resident's rights, duties, welfare, or status.

AHA has established a Public Housing Grievance Policy and Procedure that includes, but is not limited to, applicability of rules, an explanation of the grievance process, identification of applicable time lines, and procedures governing the hearing.

The Public Housing Grievance Policy and Procedure is provided to residents at the time the lease is signed and is also available at AHA office.

Grievances related to any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or employee of AHA (to include but not limited to drug related criminal activity on or off the premises or alcohol abuse) are excluded from the Grievance Procedures.

AHA is sensitive to the possibility that certain actions of residents may be related to, or the result of, domestic violence, sexual assault or stalking and will offer a resident in this situation an opportunity to such facts. Victims will have 14 days to certify (on HUD 5382) or provide documentation to certify their status as a victim.

AHA grievance procedure will be incorporated by reference in the resident lease. AHA grievance procedure is stated in AHA Informal Hearing and Grievance Procedure.

### 11.11.1 Escrow Deposits

Before a grievance hearing is scheduled for any grievance involving the amount of rent that AHA claims is due, the family will pay an escrow deposit to AHA. AHA will waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income. These requirements may also be waived by AHA in extenuating circumstances.

### 11.11.2 Grievance Hearing

Link: [24 CFR 966, Subpart B](#)

The AHA will promptly schedule the hearing. Hearings will be held at the AHA office. Hearing notices containing the date, time, location and hearing procedures governing the hearing will be mailed to the resident and the hearing officer.

AHA grievance hearings will be conducted by a single impartial hearing officer and not a panel. The hearing officer will be someone other than the person who made or approved the decision or a subordinate of that person. The AHA lease states the hearing officer selection policy.

Grievance hearings may be attended by the following applicable persons:

1. An AHA representative(s)
2. Any witnesses for the AHA
3. The resident
4. Any witnesses for the resident
5. The resident's counsel or other representative
  - a. If the resident is bringing legal counsel to the grievance hearing, the resident must notify AHA at least 24 hours in advance of the hearing.
6. Any other person approved by the AHA as a reasonable accommodation for a person with a disability.

#### Accommodation of Persons with Disabilities

AHA will provide reasonable accommodation for persons with disabilities to participate in the hearing.

- Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
- If the resident is visually impaired, any notice to the resident must be in accessible format.

#### Precedent

The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the same or similar Grievance issue has been previously decided in another hearing.

#### Failure to Appear

If the resident or AHA fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not more than five (5) business days, or may make a determination that the missing party has waived his/her right to a hearing.

- If the resident fails to appear at the scheduled hearing, and the hearing officer postpones the hearing, the complainant, will be scheduled for a second and final hearing.

#### Written Decision

The Hearing Officer will prepare a written decision with the reasons not to exceed fifteen (15) business days after the date of the hearing. A copy of the decisions will be sent to the resident and AHA.



### 11.11.3 Hearing Decision

In rendering a decision, the grievance hearing officer will consider the following matters:

1. AHA Notice to the Family
2. AHA Evidence to Support the Decision
3. Resident Presented Evidence
4. Validity of Grounds for Termination of Tenancy

The hearing officer will prepare a written decision. A copy of the decision will be sent to the resident and the AHA. The AHA will retain a copy of the decision in the tenant's folder. The AHA will maintain a log of all hearing officer decisions with the date of the decision, name of resident, race/ethnicity/disability status, the general reason for the grievance hearing. Copies of all notices, summary of conferences and hearing summary, and all documents presented should be maintained as well. The hearing officer log will be available upon request of the hearing officer, the resident, or a resident's representative.

The decision of the hearing officer will be binding unless the AHA Board of Commissioners determines that:

1. The grievance does not concern AHA action or failure to act in accordance with or involving the resident's lease on AHA regulations, which adversely affects the resident's rights, duties, welfare or status; or
2. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the AHA.

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

#### Eviction Action.

If a resident has requested a hearing concerning a complaint involving notice of termination of the resident's continued occupancy, and if the Hearing Officer upholds AHA's action to terminate the continued occupancy, AHA will not commence an eviction action in the state of local court until it has served a notice to vacate on the tenant.

In no event will the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the resident.

## CHAPTER 12: PROGRAM INTEGRITY

The AHA anticipates that the majority of families and AHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that the AHA's program is administered effectively and according to the highest ethical and legal standards, the AHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

AHA will initiate an investigation of a Resident family only in the event of one or more of the following circumstances:

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

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and Resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by Resident families.

1. **Things You Should Know:** The program integrity bulletin (form HUD-1140-OIG created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.
2. **Program Orientation Session:** Mandatory orientation sessions will be conducted by Housing Management at the time of initial occupancy. At the conclusion of all New Resident Orientation sessions, the family representative must sign all applicable forms to confirm that all rules and pertinent regulations were explained to them.
3. **Resident Counseling:** AHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
4. **Review and Explanation of Forms:** AHA will explain all required forms and review the contents of all (re)certification documents prior to signature.

5. *Use of Instructive Signs and Warnings:* Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
6. *Third-Party Verifications:* AHA will use third party verification whenever possible, and if using Resident supplied or other documents for verification purposes, AHA will document the attempts to obtain third party verification

## 12.1 Detecting Errors and Program Abuse

The AHA will employ a variety of methods to detect errors and program abuse, including:

1. Using the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the AHA's error detection and abuse prevention efforts.
2. Encouraging staff, residents, and the public to report possible program abuse.
3. Reviewing all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.
4. Investigating inconsistent information related to the family that is identified through file reviews and the verification process.

For each investigation the AHA will determine:

1. Whether an error or program abuse has occurred
2. Whether any amount of money is owed the AHA
3. What corrective measures or penalties will be assessed

## 12.2 Consideration of Remedies

All errors and instances of program abuse will be corrected prospectively. Whether the AHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, the AHA will take into consideration:

1. The seriousness of the offense and the extent of participation or culpability of individual family members
2. Any special circumstances surrounding the case
3. Any mitigating circumstances related to the disability of a family member
4. The effects of a particular remedy on family members who were not involved in the offense

### 12.2.1 Disposition of Cases Involving Misrepresentation

1. In all cases of misrepresentations involving efforts to recover monies owed, AHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:
  - a. **Criminal Prosecution:** If AHA has established criminal intent, and the case meets the criteria for prosecution, AHA may refer the case to HUD's OIG, and terminate rental assistance.
2. **Administrative Remedies**

AHA may:

- a. Terminate tenancy and demand payment of restitution in full.
- b. Terminate tenancy and execute an administrative repayment agreement in accordance with the AHA's Repayment Policy.
- c. Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with AHA's Repayment Policy.

### 12.3 Notice and Effective Dates

AHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation.



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