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## **1 EQUAL OPPORTUNITY**

### 1.1 *FAIR HOUSING (24 CFR 103.1-103.515)*

It is the policy of the Housing Authority of the City of Hagerstown (Housing Authority) to fully comply with all pertinent laws and regulations that provide for non-discrimination and accessibility in federal funded housing and to comply with all State and local nondiscrimination laws, the Americans with Disabilities Act, and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/Tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available at the formal application stage, by providing the Fair Housing Brochure and Discrimination Complaint Form. The Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity. The Housing Authority may also refer the family to Community Housing Resources (CHR). CHR provides fair housing referrals and provides help with housing discrimination complaints.

All written information and advertisements will contain the appropriate Equal Opportunity language and logo.

### 1.2 *EQUAL EMPLOYMENT OPPORTUNITY (24 CFR 574.603)*

The Housing Authority practices affirmative action in hiring, promotions and conditions of employment. All Housing Authority job postings will prominently display the affirmative action/equal employment opportunity logo and/or slogan.

## **2 REASONABLE ACCOMMODATION (24 CFR 9.101 – 9.170)**

The Housing Authority will provide persons with disabilities a reasonable accommodation in order to take full advantage of the Housing Authority housing programs and related services. Such accommodations will not confer special treatment or advantage for the person with a disability; but will make the program accessible in a way that would otherwise not be possible due to the disability. This policy (*24 CFR 9.101 – 9.170*) clarifies how people may request accommodations and the guidelines the Housing Authority will

follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/Tenants are aware of the opportunity to request reasonable accommodations.

## 2.1     *COMMUNICATION*

The Housing Authority Central Office is accessible, and accessible materials will be provided for sight and hearing impaired persons. Any notification requesting action by the participant will include information about requesting a reasonable accommodation. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 301-739-2543.

The Housing Authority will make special arrangements to take the application of persons who are unable to come to the Housing Authority Central Office due to a disability. At the initial point of contact with each applicant, the Housing Authority will inform applicants of alternative forms of communication that can be used other than plain language paperwork. Applicants may name a friend, relative, or advocate to receive, interpret, and explain housing materials and be present at all meetings.

## 2.2     *DEFINITION AND ACCOMMODATION OF PERSONS WITH DISABILITIES*

For this purpose, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

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

If the disability is not apparent or documented, the Housing Authority will obtain verification that the person is a person with a disability.

If the accommodation is not apparent, the Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.

In order to determine if the accommodation is reasonable, the accommodation must meet two criteria:

1. If the accommodation would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. (For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for a person with disabilities).
2. If the accommodation would create an undue financial hardship or administrative burden, that would not be reasonable. The Housing Authority may request a meeting with the individual to investigate and consider equally

effective alternatives.

The Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.

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

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

If the Tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit. The Tenant is obligated to return unit to original condition upon vacating unit.

Any request for an accommodation that would enable a Tenant to materially violate essential lease terms will not be approved.

### 2.3     *ASSISTIVE/SUPPORT ANIMAL POLICY*

Tenants of the Housing Authority with disabilities are permitted to have service and/or assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities.

The Housing Authority Tenants or applicants who need an assistive, or service animal must request the accommodation in accordance with the reasonable accommodation policy. An animal qualifies as a reasonable accommodation if: (1) An individual has a disability, as defined in the Fair Housing Act or Section 504 and (2) the animal is needed to assist with the disability and (3) the individual who requests reasonable accommodation demonstrates that there is a relationship between the disability and the assistance the animal provides.

Service, support and/or assistive animals are not subject to requirements of the Housing Authority Pet Ownership Policy.

However, the Housing Authority:

- **Will** bill Tenant for damages caused by an assistive/support animal
- **Will** require that owner be able to care for the assistive/support animal (walk/feed/clean up after) and that the assistive/support animal be on a harness or lead when outside the Tenant's unit.



- **Can** require that person establish that he/she has a qualifying disability that affects the person's ability to perform major life activities
- **Can** require that person demonstrate the relationship between his/her ability to function and the help of the assistive/support animal
- **Can** require that the assistive/support animal is needed to assist with the qualifying disability
- **Can** require that Physician, Psychiatrist, Social Workers or other mental health care professional supply documentation for need of an assistive/support animal
- **Can** require assistive/support animal have current vaccinations updated per state and local laws
- **Can** deny the request or take away the accommodation if the assistive/support animal poses a direct and significant health or safety threat to others or the assistive/support animal has behavior issues that negatively affect other Tenants.
- **Can** deny the request if it will cause an undue financial or administrative burden, would fundamentally alter the nature of the operation or would result in significant property damage

The Housing Authority:

- **Will** Not restrict where assistive/support animals go.
- **Will** not restrict a Tenant with an assistive/support animal from also having a pet. The pet policy would apply to any pet.
- **Will** not restrict size, breed, type of the assistive/support animal
- **Will** Not require that assistive/support animals be professionally trained or have certification.
- **Will** not require that owner put up a separate deposit to pay for repairs for an assistive/support animal.

#### 2.4 *ACCOMMODATIONS BETWEEN HOUSING AUTHORITY PROGRAMS*

A reasonable accommodation shall be made to any person with disabilities who is a Section 8 participant or Public Housing Tenant in order that the individual may continue in the Housing Authority's housing programs or activities when viewed in their entirety. Such accommodations include assisting a Public Housing Tenant to locate an accessible unit on the private market under the Section 8 program or allowing a Section 8 participant to move to a public housing dwelling unit via the award of reasonable accommodation preference points. Any request for a reasonable accommodation shall be reviewed on a case-by-case basis.

Tenants or Tenant's representative shall request the accommodation in writing to the Housing Department located at the Central Office. The Tenant or Tenant's representative shall obtain a letter from the primary physician stating the need to move as a reasonable accommodation. Upon approval of the request, a local preference shall be assigned as described under Local Preferences to bring the applicant to the top of the wait list.

### 3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND TENANTS (72 CFR 2732)

#### A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the Housing Authority. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the *Federal Register*.

The Housing Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

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 plan, LEP persons are applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the Housing Authority will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the Housing Authority and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Housing Authority.

#### B. ORAL INTERPRETATION

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the Housing Authority will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

#### Hagerstown Housing Authority Policy

The Housing Authority will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the Housing Authority will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other Housing Authorities, and

will standardize documents. Where feasible and possible, the Housing Authority will encourage the use of qualified community volunteers.

Where LEP persons desire, 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 Housing Authority. The interpreter may be a family member or friend.

### *C. WRITTEN TRANSLATION*

Translation is the replacement of a written text from one language into an equivalent written text in another language.

#### Hagerstown Housing Authority Policy

In order to comply with written-translation obligations, the Housing Authority will take the following steps:

The Housing Authority will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the Housing Authority does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

## 4 FAMILY OUTREACH

The Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means when determined necessary by Management.

To reach people who cannot or do not read the newspapers, the Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel, when determined necessary by management. The Housing Authority will also try to utilize public service announcements.

The Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referral of their clients to the program, when determined necessary by management.

## 5 RIGHT TO PRIVACY

### 5.1 *PRIVACY RIGHTS AND RELEASE OF INFORMATION (24 CFR 5.230 & 960.259)*

All adult members of both applicant and Tenant households are required to sign HUD Form 9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates The Federal Privacy Act Statement and states how family information will be released. All adult members of Tenant households are also required to sign the "Authorization to Release Information" (a Housing Authority general authorization form). This form accompanies verification of income, assets, school attendance, and other eligibility verification forms.

The Authorities policy regarding release of information is in accordance with Federal, State, and local laws which may restrict the release of family information. Any request for Applicant or Tenant information will not be released unless there is a signed release of information request from the Applicant or Tenant.

Under no circumstances will Housing Authority staff discuss family information contained in files with any entity unless there is a signed authorization by the applicant or Tenant family to do so and only for a business reason. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The Authority practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files are stored in locking file cabinets and will only be accessible by authorized staff. Electronic files are securely stored in accordance with

### 5.2 *SOCIAL SECURITY NUMBER PRIVACY POLICY*

Pursuant to Federal, State, and Local law, it is the policy of The Hagerstown Housing Authority to protect the confidentiality of social security numbers. No person shall knowingly acquire disclose, transfer, or unlawfully use the social security number of any employee, client or other individual unless in accordance with applicable state and federal law and the procedures and rules established by this policy.

Administrative Procedures/Rules:

#### A. Social Security Number Defined

As used in this policy, the term "social security number" includes both the entire nine-digit number and more than 4 sequential digits of the number.

#### B. Public Display

Social security numbers shall not be placed on identification cards or badges, membership cards, permits, licenses, time cards, employee rosters, bulletin boards, or any other materials or documents that are publicly displayed.

Documents, materials, or computer screens that display social security numbers or other sensitive information shall be kept out of public view at all times.

C. Access to Social Security Numbers

Only persons authorized by the responsible department or other administrative unit head shall have access to information or documents that contain social security numbers.

D. Mailed or Transmitted Documents

Documents containing social security numbers shall only be mailed or transmitted in the following circumstances:

1. State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear in the document.
2. The document is sent as part of an application or enrollment process initiated by the individual whose social security number is contained in the document.
3. The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
4. The document or information is a copy of a public record filed or recorded with the county clerk or register of deeds office and is mailed by that office to a person entitled to receive that record.
5. The document or information is a copy of a vital record recorded as provided by law and is mailed to a person entitled to receive that record.
6. The document or information is mailed by or at the request of an individual whose social security number appears in the document or information or his or her parent or legal guardian.
7. Documents containing social security numbers that are mailed or otherwise sent to an individual shall not reveal the number through the envelope window, nor shall the number be otherwise visible from outside the envelope or package.
8. Social security numbers shall not be sent over the internet or a computer system or network (e.g. through e-mail) unless the connection is secure or the transmission is encrypted.
9. No individual shall be required to use or transmit his or her social security number over the internet or a computer system, or to gain access to an internet website, computer system, or network (e.g. through e-mail) unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet website or computer system or network.

E. Storage and Disposal

All documents or files that contain social security numbers shall be stored in a physically secure manner. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access. Documents or other materials containing social security numbers shall not

be thrown away in the trash; they shall be discarded or destroyed only in a manner that protects their confidentiality, such as shredding.

F. Information Collected

Social security numbers should only be collected where required by federal and state law or as otherwise permitted under the Social Security Number Privacy Act. If a unique identifier is needed, a substitute for the social security number shall be used.

G. Accountability

Any person who fails to comply with this policy shall be subject to discipline up to and including discharge.

5.3 *ENTERPRISE INCOME VERIFICATION SYSTEM SECURITY PROCEDURES*

The Enterprise Income Verification System (EIV) is a system intended to provide a single source of income-related data to the Housing Authority and HUD for use in verifying the income reported by Tenants participating in the various assisted housing programs. The EIV system assists the program administrators in the upfront verification of Tenant income by comparing the Tenant income data obtained from various sources including:

- A. Tenant-supplied income data is captured on Form HUD-50058 – Family Report and maintained in the Public Housing Information Center (PIC) database;
- B. Department of Health and Human Services’ National Director of New Hires Data (NDNH);
- C. Social Security and Supplemental Security Income (SS/SSI) from the Social Security Administration (SSA).

Enterprise Income Verification (EIV) Tenant data should only be used to verify a Tenant’s eligibility for participation in a HUD rental assistance program(s) (Public Housing, Housing Choice Voucher and Project Based Voucher) and to determine the level of assistance the Tenant is entitled to receive.

5.4 *PRIVACY ACT CONSIDERATIONS*

The data provided via the EIV system must be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.

Requested EIV data is only used for verification of Tenant income to determine:

1. A Tenant’s eligibility for participation in a rental assistance program; and
2. The level of assistance that they are entitled to receive.

It is not disclosed in any way that would violate the privacy of the individuals represented in the system. The Tenant is notified of the following:

1. By signing the HUD-9886, the Housing Authority has authorization to obtain income information via the EIV system; the
2. Purpose for collecting the information and the use(s) of the data collected; and
3. The consequences to the individual for failing to provide the requested information.

In the event that an improper disclosure occurs, the following contacts will be made:

1. The EIV security administrator or designee will provide the Housing Authority Director with the appropriate documentation of the occurrence
2. The Housing Authority Director will contact the HUD Field Office of the Housing Authority Director and provide the documentation of the occurrence.

On request, the Tenant is provided with access to records pertaining to them and an opportunity to correct or challenge the contents of the records.

#### 5.5      *SECURITY REQUIREMENTS*

The Housing Authority will appoint an EIV Security Administrator who will be responsible for ensuring compliance with the security policies and procedures outlined in this document. The duties of the EIV Security Administrator or other designated staff include:

- Maintaining and enforcing the security procedures;
- Keeping records and monitoring security issues;
- Communicating security information and requirements to appropriate staff, including coordinating and conducting security awareness training sessions;
- Conducting a quarterly review of all User IDs issued to determine if the users still have a valid need to access the EIV data and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
- Reporting any evidence of unauthorized access or known security breaches to the PHA Executive Director and the HUD Field Office's Public Housing Director.

All Housing Authority employees who access the EIV system or have access to EIV data will have a current signed Rules of Behavior and User Agreement on file. Users will maintain the security of their user Accounts by not disclosing their passwords to other staff members and not sharing user accounts with other employees or contractors.

EIV data shall be handled in such a manner that it does not become misplaced or available to unauthorized personnel. Files that contain EIV data will be clearly labeled "Confidential – For Official Use Only".

Security Awareness Training for Housing Authority Staff will be conducted at least annually or more frequently as changes dictate. All attendees at the training will be

required to sign an attendance log. Users will be advised to follow established procedures to maintain the privacy of the information and will be reminded to notify management in the event of the breach of security.

Upon discovery of a potential security violation including the disclosure of private data, unauthorized access to data and/or sharing of user identification, the individual observing the breach will immediately notify the EIV Security Administrator who will in turn notify the HUD Field Office.

All Housing Authority employees have access to a copy of the most recent Enterprise Income Verification (EIV) System User Manual.

To protect the confidentiality of the individual and to ensure security of the EIV data users will lock the computer or log-out of the system when leaving work areas unattended. When Housing Authority employees access the EIV data and the client is in the room, files will not be left on desks or within reach of the client except the client's file. Public Housing and Housing Choice Voucher Tenant files will be stored under lock and key in designated filing cabinets or locked office files. Electronic files securely stored in accordance with

#### 5.6      *USE OF DATA*

Housing Authority will provide EIV data to the individual (only) to whom the record pertains. EIV data of minors may be provided to the minor's parent or legal guardian.

All program participants must sign a PHA/Tenant Certification Page indicating whether they agree or dispute the data contained in the EIV report. If the Tenant disputes the EIV data, Housing Authority will request written third party verification.

If a Tenant disputes the employment and/or income information, the Tenant must contact the employer to resolve the discrepancy. If the information is incorrect, the employer must correct the information and resubmit it to the state, IRS and Health & Human Services (HHS). If the Tenant disputes the SS/SSI information, the Tenant must contact the Social Security Administration (SSA). If the SS/SSI information is incorrect, SSA must correct the information and update its database.

No adverse action may be taken against any program participant based solely on EIV data.

#### 5.7      *INCOME DISCREPANCY RESOLUTION*

**General:** The Housing Authority complies with all requirements of the EIV System. At times, the EIV system indicates that discrepancies exist between what is reported to the Housing Authority and what is reported to employers. As a result, the Housing Authority will take the following steps to resolve discrepancies within each department.

1. Monthly reports will be acquired of existing discrepancies on the first business day of each month.



2. Discrepancies will be provided to the appropriate Housing Specialist or Property Manager, who oversees the individual in question within their caseload.
3. The client file is reviewed to determine whether the discrepancy has been documented, or validated. If a discrepancy remains, the client will be contacted for a personal interview to collect information pertinent to the discrepancy.
4. All Income will be verified via third party verifications, documenting the actual and current sources and amounts of income. This process should be completed within 60 days of the download of the report via EIV.
5. The discrepancy resolutions will be monitored monthly and maintained in a separate file with a copy placed in the Tenant file.
6. Fraudulent cases will be resolved via repayment, termination or referral to the Office of Inspector General.

**Specific:** The Housing Authority is required to obtain written third party verification of disputed EIV data. Below is a summary of steps the Housing Authority will take to resolve income discrepancies:

1. Discuss the discrepancy with the Tenant.
2. Request current documents from the Tenant. i.e., Original, current and consecutive pay stubs, original SSA benefit verification letter, etc.
  - a. Request written third party verification of any income source that the Tenant disputes.
3. Confirm effective dates of unreported income source.
4. In cases where the Housing Authority confirms that the Tenant failed to report income source(s), the Housing Authority will determine retroactive rent/subsidy overpayment due the Housing Authority.

**Remember: The Housing Authority may not take adverse action against the Tenant based solely on EIV data.**

#### 5.8     *RETENTION AND STORAGE*

EIV printouts may be stored in the client file for the duration of their tenancy. Those Tenant files will remain in a secured area when not in use. EIV documentation may be purged three years from the end of participation.

#### 5.9     *QUARTERLY AND ANNUAL REQUIREMENTS*

Certification of each user of the EIV system must be completed quarterly. Annual Security Awareness Training is provided to all Housing Authority staff by the EIV Security Administrator. Sign in logs are maintained and certificates of completion are issued.

## **6 REQUIRED POSTINGS (24 CFR 966.5)**

The Housing Authority will post at the Central Office, on the website and in each of the community buildings and in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the communities by name, location, number of units, units designed with special accommodations, telephone numbers, TDD numbers, and hours of operation.
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Schedule of Tenant Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Housing Authority Notices
- L. Any proposed revisions to the Public Housing Lease or ACOP

## **7 ELIGIBILITY FOR ADMISSION (24 CFR 960.200 – 960.205)**

### **7.1 INTRODUCTION**

There are five (5) eligibility requirements for admission to public housing: 1) applicant qualifies as a family; 2) applicant has an income within the income limits; 3) applicants meets citizenship/eligible immigrant criteria, 4) applicant provides documentation of Social Security numbers, and signs consent authorization documents; and 5) applicant meets the Housing Authority screening criteria including, but not limited to, criminal background check, landlord reference check, credit check and prior subsidized housing history.

## 7.2 ELIGIBILITY CRITERIA

### 7.2.1 FAMILY STATUS

- A. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together at the time of the enrollment interview and whose head of household is at least eighteen (18) years of age or older.
1. Children temporarily absent from the home due to placement in foster care are considered family members.
  2. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
- B. An **elderly family**, (24 CFR Sec. 5.403) which is:
1. A family whose head of household, spouse, or sole member is a person who is at least sixty-two (62) years of age;
  2. Two or more persons who are at least sixty-two (62) years of age living together; or
  3. One or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.
- C. A **near-elderly family**, which is:
1. A family whose head of household, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62);
  2. Two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or
  3. One or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living with one or more live-in aides.
- D. A **disabled family**, (Sec. 5.403) which is:
1. A family whose head of household, spouse, or sole member is a person with one or more disabilities;
  2. Two or more persons with disabilities living together; or
  3. One or more persons with disabilities living with one or more live-in-aides.
  5. A remaining member of a Tenant family.
  6. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a Tenant family.
  7. A **person with disabilities**, (Sec. 5.403) means a person who:
    - a. Has a disability, as defined in 42 U.S.C. 423;
    - b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
      - i) is expected to be of long-continued and indefinite duration;

- ii) substantially impedes his or her ability to live independently, and
- iii) is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- c. Has a developmental disability as defined in 42 U.S.C. 6001
  - i) does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
  - ii) 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
  - iii) means “individual with handicaps”, as defined in Sec. 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**E. A full-time student (LIHTC)**

1. The Tax Credit Program is not designated to provide housing for full-time students. As a result, in most cases, HFAs cannot allocate credits for college dormitories or transient housing.
2. For the tax credit program, a full-time student is a person who attends school on a full-time basis for at least 5 months out of the calendar year. The 5 months need not be consecutive for the person to be considered a full-time student.
3. An owner should ask the school to verify the status of a student as either full-time or part-time.
4. Generally, households comprised entirely of full-time students are not eligible for tax credit units. There are four exceptions to the rule.
5. The following types of households may be eligible for the tax credit program, even though the household is made up entirely of full-time students:
  - a. Household consists of full-time students who are married and file a joint federal tax return, or are at least eligible to file a joint tax return.
  - b. Household consists of a single parent and at least one child, where no one in the household is listed as a dependent on another person’s (outside of the household) most recent tax return except for the tax return for the child’s other parent (This exception applies only to properties allocated credits after June 30, 1992).
  - c. A household member is a recipient of welfare, Temporary Cash Assistance for Needy Families (TCA).
  - d. A household member is a participant in a federal, state, or local job

training program comparable to those funded by the Workforce Investment Act.

- e. A household member was a participant in the foster care program.
- 6. A full-time student can be attending elementary school, junior high, high school, college, a university, graduate school, post-graduate school, a technical, trade or mechanical school.
- 7. Households including some full-time students may be eligible.

### 7.2.2 *INCOME ELIGIBILITY*

- A. To be eligible for admission to Communities or scattered-site units that were available for occupancy before October 1, 1981, the family's annual income must be within the low-income limit set by HUD. This means the family income may not exceed eighty percent (80%) of the median income for the area.
- B. To be eligible for admission to communities or scattered-site units that became available on or after October 1, 1981, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed fifty percent (50%) of the median income for the area.
- C. Income limits apply only at admission and are not applicable for continued occupancy.
- D. A family may not be admitted to the public housing program from another assisted housing program (e.g., Tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Housing Authority.
- E. If the Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing Tenants.
- F. Income limit restrictions do not apply to families transferring within the Public Housing Program.

### 7.2.3 *CITIZENSHIP/ELIGIBILITY STATUS*

- A. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

B. Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 12.6 for calculating rents under the noncitizen rule)

7.2.4      *SOCIAL SECURITY NUMBER DOCUMENTATION*

To be eligible, all family members must provide a Social Security number with a valid social security card. Children under the age of six that have not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number.

7.2.5      *SIGNING CONSENT FORMS*

- A. In order to be eligible, each member of the family who is at least eighteen (18) years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
  
- B. The consent form must contain, at a minimum, the following:
  1. A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  2. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  3. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  4. A statement that the authorization to release the information requested by the consent form expires fifteen (15) months after the date the consent form is signed.
  5. HUD Form 9886 or HUD equivalent authorizing the Housing Authority to verify income via Enterprise Income Verification (EIV)

7.3      *SUITABILITY*

The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing

Authority will verify the information provided. Such verification may include but may not be limited to the following:

- A. A credit check of the head of household, spouse and co-head to determine applicant's history at meeting financial obligations.
- B. A rental history check of all adult family members to determine applicant's history at meeting rent payments and whether applicant has a history of disturbing neighbors or destruction of property;
- C. A landlord reference check to determine applicant's 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; and
- D. A check with other Public Housing Authorities or the Enterprise Income Verification (EIV) to determine if applicant owes a debt, has been evicted, was non-compliant with Community Service requirements or has 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.

#### 7.4 *CRIMINAL BACKGROUND CHECK*

The Housing Authority will perform a criminal background check on all adult household members, including live-in aides. This check will be made through State, local, or federal law enforcement agencies and court records. The Housing Authority will request a check through the FBI's National Crime Information Center (NCIC) and or the Judicial Information System (JIS).

A check of the National, State and Local sex offender registration program will be made for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### 7.5 *GROUND FOR DENIAL*

The Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;

- E. Have a history of not meeting financial obligations, especially rent;
- F. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other Tenants;
- G. Have a history or a pattern of criminal activity, is registered as a sex offender in this or any other state or drug related criminal activity by any family member, without regard to whether the crime is technically classed a felony.
- H. Have been evicted from Public Housing during the previous twelve (12) month period commencing on the vacate date or are currently on a notice of Lease Termination for violation of a Public Housing Dwelling Lease:

**Illegal Use or Possession (24CFR 960.204)**

If the Housing Authority seeks to deny or terminate assistance because of illegal use or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. The Housing Authority may not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she: 1) has an addiction to a controlled substance, has a record of such an impairment; and 2) is recovering or has recovered from such addiction and does not currently use or possess controlled substances. The Housing Authority may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in or successful completion of a treatment program as a condition of participation.

**Manufacture/Sale/Distribution of Controlled substance**

If the Housing Authority seeks to deny or terminate assistance due to the manufacture, sale or distribution or the possession with the intent to manufacture, sell or distribute a controlled dangerous substance, such activity must have occurred within five years before the date the Housing Authority provides notice to the family of the Housing Authority's determination to deny or terminate assistance. More than one (1) instance constitutes a pattern of activity and the applicant will be declared ineligible regardless of time frame.

**Medical Marijuana**

The Controlled Substances Act (CSA), 21 U.S.C. Section 801 et.seq., categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution, or possession of marijuana is a federal criminal offense. Because the CSA prohibits all forms of marijuana use, the use of "medical marijuana" is illegal under federal law even if it is permitted under state law.



### **Denial of Application for Admission**

Marijuana, including medical marijuana, is illegal under federal law.

Additionally, federal law requires owners of federally assisted housing to deny admission to any household who the owner determines is, at the time of application for admission, illegally using a controlled substance as that term is defined by the CSA, e.g., medical marijuana.

- I. Have a history of disturbing neighbors or destruction of property;
- J. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 programs;
- K. Owes Community Service hours to the Housing Authority as a result of prior residency or owes Community Service hours to another housing authority as a result of prior residency.
- L. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- M. Who was evicted from federally assisted housing because of drug-related criminal activity;
- N. Who is illegally using a controlled substance or has a pattern of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants. The Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- O. Have engaged in negative behavior indicative of poor tenancy. This includes, but is not limited to: inability to maintain peaceful enjoyment in a communal setting; threats, harassment, or coercion of any type, toward the Authority or any other entity or individual
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing crystal methamphetamine or any type of methamphetamine (speed) on federally assisted housing premises (24 CFR 960.204 (a) (3)).

- Q. **Denied for Life:** If any family member has a lifetime registration under a State or National sex offender registration program.

The above criterion applies to the Head of Household, Co-Head of Household, or any family household member.

#### 7.6 *INFORMAL REVIEW*

- A. If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within ten (10) days of the denial. The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within ten (10) calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Housing Authority provide for an Informal Hearing after the family has notification of an Immigration and Customs Enforcement (ICE) decision on their citizenship status on appeal, or in lieu of request of appeal to the ICE. This request must be made by the participant family within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the ICE appeal decision

## **8 DECONCENTRATION POLICY**

It is the Housing Authority's policy to affirmatively market to all eligible income groups, to provide for de-concentration of poverty, and to encourage income mixing by bringing higher income families into lower income communities and lower income families into higher income communities. Lower income Tenants will not be steered toward lower income communities and higher income people will not be steered toward higher income communities.

In accordance with ongoing initiatives focusing on Tenant satisfaction and private property management standards, the Housing Authority will continually strive to create incentives to encourage higher income families to apply for its public housing communities. This is accomplished by focusing on safety, attractiveness, and low-cost quality housing. In addition, the Housing Authority will continually strive to create incentives relative to each of its communities, with care not to target particular properties for high or low-income families, but rather to achieve an income mix in each community.

At the forefront of the Housing Authority's initiatives is the provision of social service programs that provide opportunities for Tenants to improve their quality of life through participation in self-sufficiency programs.

The Housing Authority will continue to create and monitor incentives annually in the development of the annual and five-year plan. Incentives will be created relative to the local rental market and to other assisted housing in the Housing Authority's jurisdiction. The following incentives, unique to the Housing Authority, are offered to families applying for or living in the Housing Authority's communities:

1. Flat Rents. To encourage higher income families to apply and remain in the Housing Authority's communities, Tenant rents do not continue to increase based on thirty percent (30%) of monthly adjusted income (as in many federally assisted housing programs), but cap-out at a reasonable market rent (flat rent). Families have a choice of the flat rent or a rent based on income.
2. Local Preference for working families and families participating in local job training programs. In support of welfare reform, the Housing Authority gives local preference to public housing applicants who work or participate in job training, job search, work experience, or educational programs.
3. Family Self-Sufficiency (FSS) Program. The Housing Authority offers the FSS program to Tenants of Housing Authority's communities, thus creating opportunities for obtaining permanent full time employment and future home ownership.
4. Curb Appeal/Physical Improvements Program. The Housing Authority continually strives to raise the standards of its physical properties and improve the aesthetic appearance of its communities, reflecting a standard that compares or exceeds private property management.
5. Aggressive "image-building" campaign to change stigmas attached to public housing. The Housing Authority is increasing efforts to remove Tenants who do not comply with lease and to retain those that remain, by focusing on Tenant satisfaction and proactive policies that prevent program abuse, and that reward and empower Tenants.
6. In addition to the Housing Authority-wide incentives listed above, all communities have extensive social programs, ranging from a homework club in the family communities, to health and wellness programs in the senior communities.

As future guidance is provided by HUD and in accordance with federal regulations, the Housing Authority plans to continue to expand its Admissions Policy to include more incentives for de-concentration and income mixing.

### **Monitoring**

Family income statistics by community and the Housing Authority-wide will be monitored on a monthly basis to meet the de-concentration/income mixing requirements of Quality Housing and Work Responsibility Act of 1998 (QHWRA) (Section 513). The Housing Authority shall follow the statutory requirement that at least forty percent (40%) of newly admitted families in any fiscal year be families whose annual income is at or below thirty percent (30%) of the area median income. Move-outs will be closely monitored and families interviewed, where possible, to determine preventative and improvement

measures. If, after all measures herein described fail to accomplish the de-concentration income mixing requirements, the Housing Authority will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

## **2 APPLICATION PROCESS**

### **9.1 INTRODUCTION**

The application process consists of three phases. The first phase involves receipt of the Housing Application and placement on the Waiting List, the second phase involves the determination of preliminary eligibility. The third phase is the final determination of eligibility based on the enrollment interview.

### **9.2 OPENING AND CLOSING THE WAIT LIST**

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

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

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

### **9.3 ORGANIZATION OF THE WAIT LIST**

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

- A. One Housing Application shall be completed for both the Section 8 and Public Housing Programs and shall be in written form.
- B. All applications will be maintained in alphabetic order.
- C. Any contacts between the Housing Authority and the applicant will be in writing where possible and any conversations documented and maintained with the Housing Application.

#### 9.4     *RECEIPT OF APPLICATION AND PLACEMENT ON WAIT LIST*

Families wishing to apply for the Public Housing Program may complete a Housing Application during regular business hours at the Central Office located at 35 West Baltimore Street Hagerstown, Maryland. Applications may be mailed to interested families upon request or retrieved from the Housing Authority's website at [www.hagerstownha.com](http://www.hagerstownha.com). The completed application is date stamped and time recorded upon its return to the Housing Authority's Central Office. Upon receipt of the application, the Housing Authority will provide the applicant with an acknowledgement letter, which advises the applicant that the application is being accepted based on the information on the application, and that all information will be verified and a criminal background check completed. The letter advises the family of the date of receipt of the application and the approximate wait before housing may be offered.

Applicable preference points will be assigned based on the information provided by the applicant and the applicant will be entered in the Housing Authority Computer System within two (2) business days.

#### 9.5     *SEPARATE WAIT LIST FOR BUILDINGS DESIGNATED FOR THE ELDERLY AND DISABLED*

Applicants who are elderly, defined as sixty-two (62) or older, persons with a disability, or near elderly (who are defined as families with a head of household or co-head of household who is fifty (50) years of age or older) are placed on a separate wait list for buildings designed for the elderly and disabled in the order of the local preferences. Elderly and/or disabled applicants will receive preference over near elderly as outlined below. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size. All such families will be selected from the waiting list using the preferences as outlined below.

#### 9.6     *SEPARATE WAITLIST FOR BUILDINGS DESIGNATED AS ELDERLY ONLY*

Applicants, who are elderly, defined as sixty-two (62) years of age or older, are placed on a separate wait list for buildings designated for the elderly, in order of the local preferences

#### 9.7     *LOCAL PREFERENCES (24 CFR 960.206)*

The Housing Authority will place families on the wait list in order of the highest points to the lowest points based on the following local preferences within each bedroom size and building category. Separate wait lists are maintained for the family communities by bedroom size and for the buildings designed for persons who are elderly and disabled by bedroom size, and by disability status. When points are equal, the oldest date and time of application will be used as criteria for determining the next family at the top of the wait list.

- A. 25 Points: Reasonable Accommodation: Applicants who reside in a public housing dwelling or receive Section 8 assistance and are approved to transfer as a reasonable accommodation to a different Authority program.
- B. 20 Points: Residency Preference: Applicants who reside in the Hagerstown Metropolitan Statistical Area (HMSA), which includes Washington County, or applicants who work, or who have been hired to work, in the PMSA.
- C. 5 Points: Elderly/Disabled Head or Co-head or Displaced Single: Any head of household, or co-head of household, who is elderly, age sixty-two (62) or older, or a person with disabilities as defined in HUD regulations and the Housing Authority's definitions; and/or any single person displaced by disaster or government action as defined in HUD regulations and Housing Authority definitions.
- D. 5 Points: Working Preference: Any head of household, co-head of household or family member who is employed and such income is countable under HUD's definition of annual income.

#### 9.8 *SELECTION FROM WAIT LIST*

To select families from the wait list, the HA will establish a cut-off day(s) each month. Applicants will be contacted in the order of the cut off at that point in time. Any applicants applying after the cutoff date will be processed on the next cut off.

If, upon contacting the family by telephone or at the enrollment interview, the family no longer qualifies to be at the top of the wait list due to a change in income, preferences, residency, or any other circumstance, the family will be placed at the appropriate place on the waiting list.

In times of short wait list, where no applicants are available through regular selection methods, applicants may be selected and processed upon walk-in with approval of management.

#### 9.9 *PURGING THE WAITING LIST*

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

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

Any applicant who is determined ineligible or whose name is withdrawn from the wait list will be notified by the Housing Authority, in writing, that they have ten (10) days

from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

The Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed; or
- B. The applicant fails to respond to a written request for information, or fails to provide requested information to determine eligibility within a reasonable time frame, or fails to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant fails to appear for scheduled appointment(s).

## **10 ANNUAL INCOME, EXCLUSIONS AND DEDUCTIONS (24 CFR 5.603 – 5.609)**

To determine annual income, the Housing Authority counts the income of all family members, excluding the types and sources of income as specified by HUD. Once the annual income is determined, the Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **10.1 ANNUAL INCOME**

Annual income means all income and contributions, monetary or not, that:

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of Five Thousand Dollars (\$5,000.00), annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:



- a.) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - b.) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
- 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pays, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

10.2 *EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)*

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of eighteen (18) years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the Tenant family, who are unable to live alone);
- C. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;

- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. Temporary earned income as Census Takers as defined in HUD PIH Notices.
- I. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a Tenant service stipend. A Tenant service stipend is a modest amount (not to exceed Two Hundred Dollars (\$200.00) per month) received by a Tenant for performing a service for the Housing Authority, on a part-time basis, that enhances the quality of life in the community. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and Tenant initiatives coordination. No Tenant may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government).. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - 6. Temporary, nonrecurring or sporadic income (including gifts);
  - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - 8. Earnings in excess of Four Hundred Eighty Dollars (\$480.00) for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);
  - 9. Adoption assistance payments in excess of Four Hundred Eighty Dollars (\$480.00) per adopted child;
  - 10. The incremental earnings due to employment during the twelve (12) month period following date of hire shall be excluded. Additionally, this exclusion is only available to the following families:

- a.) Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years. Previously unemployed includes a person who has earned in the previous twelve (12) months no more than ten (10) hours of work per week for fifty (50) weeks at the minimum wage.
  - b.) Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c.) Families who are or were, within 6 months, assisted under any state program for temporary assistance for needy families funded under Part A or Title IV of the Social Security Act as determined by the Housing Authority in consultation with the local (Temporary Cash Assistance) TCA agency, and who earned income increases. After the twelve (12) month period, the rent may be increased due to continued employment by fifty percent (50%) for an additional twelve (12) months following the twelve (12) month period.
11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
- a.) the value of the allotment of food stamps
  - b.) payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c.) payments received under the Alaska Native Claims Settlement Act
  - d.) income from sub marginal land of the U.S. that is held in trusts for certain Indian tribes
  - e.) payments made under HHS's Low-Income Energy Assistance Program
  - f.) payments received under the Job Training Partnership Act
  - g.) income from the disposition of funds of the Grand River Band of Ottawa Indians
  - h.) the first Two Thousand Dollars (\$2000.00) per capita received from judgment funds awarded for certain Indian claims

- i.) amount of scholarships awarded under Title IV including Work-Study
- j.) payments received under the Older Americans Act of 1965
- k.) payments from Agent Orange Settlement
- l.) payments received under the Maine Indian Claims Act
- m.) the value of child care under the Child Care and Development Block Grant Act of 1990
- n.) earned income tax credit refund payments
- o.) payments for living expenses under the AmeriCorps Program

10.3 *DEDUCTIONS FROM ANNUAL INCOME (24 CFR 5.611)*

The following deductions will be made from annual income:

- A. Four Hundred Eighty Dollars (\$480.00) for each dependent;
- B. Four Hundred Dollars (\$400.00) for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of three percent (3%) of annual income. This allowance may not exceed the employment income received by family members who are eighteen (18) years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent (3%) of annual income;
  - 2. That has disability expenses greater than or equal to three percent (3%) of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 3. That has disability assistance expenses that are less than three percent (3%) of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less three percent (3%) of annual income.
- E. Child Care expenses for the care of children under the age of thirteen (13) for parent or guardian to attend school or work.
- F. Deduction for Earned Income Exclusion. An Eight Percent (8%) Earned Income Exclusion shall be retained for existing Tenants with earnings who are benefiting from the Exclusion. Effective April 1, 2000, the eight

percent (8%) exclusion shall be discontinued for new admissions and for any existing family member, who was not previously employed, but who begins to receive employment income on or after April 1, 2000. The Earned Income Exclusion is the cost of social security taxes/Medicare that result from earning income and are withheld in payroll deductions. The eight percent (8%) deduction will be calculated on earned income only where there is a payroll deduction.

## **11 VERIFICATION PROCESS**

The Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members eighteen (18) years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **11.1 ACCEPTABLE FORMS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. Citizenship documentation as listed below will be required. Verification of these items will include originals of the Social Security cards and other documents presented by the family, the Immigration and Customs Enforcement Systematic Alien Verification for Entitlements (SAVE) approval code, and forms signed by the family. Enterprise Income Verification (EIV) will be the primary source of verification for program participants. EIV discrepancies, information not available through EIV or program applicant information will be verified by third party. This type of verification includes written documentation with forms sent directly to and received directly by a source. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority or automatically by another government agency; i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/Tenant file. Oral third party documentation will include the same information as if the documentation had been written; i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority will accept documentation received from the applicant/Tenant. Hand-carried documentation will be accepted if the Housing Authority has been unable to obtain third party verification in a four (4) week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Housing Authority will accept a notarized statement signed by the head of household, spouse, co-head of household or adult family member. Each adult family member must

individually certify their own information except in the case of absence or inability of individual to self-certify. Such documents will be maintained in the file.

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security	Social Security card
Citizenship	N/A	Voter's registration card, birth certificate, etc.
Eligible immigration status	ICE SAVE confirmation #	ICE card
Disability	Letter from Social Security Administration or electronic verification report from EIV of receipt of Supplemental Security Income (SSI) or Social Security Disability; or Letter from Veteran's Administration (VA) of receipt of 100% VA disability benefits.	Award letter from Social Security or Veteran's Administration.
Full time student status	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from health care provider	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
		Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	EIV, Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	EIV or letter from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A  Evidence of job start

11.2    *VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS (24 CFR 5.508)*

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

Prior to being admitted or at the first reexamination, all eligible noncitizens who are sixty-two (62) years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

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

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

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

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

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

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

If the Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will receive a Notice of Lease Termination. Such family will not be eligible to be readmitted to public housing for a period of twenty-four (24) months from the date of eviction or termination.

11.3    *VERIFICATION OF SOCIAL SECURITY NUMBERS*

Prior to admission, each family member must provide his or her Social Security card or other approved Social Security Administration (SSA) issued documentation. New family members must provide this verification prior to being added to the lease.



The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority may accept letters from Social Security that establish and state the number.

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

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

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

If a new family member became a member of the household within six months prior to the date of admission and is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority shall grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person. If the Social Security Number is not provided within the required period, the family will receive a Notice of Lease Termination.

#### 11.4 *TIMING OF VERIFICATION*

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide updated information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update those elements reported to have changed.

#### 11.5 *FREQUENCY OF OBTAINING VERIFICATION*

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified in accordance with HUD regulations.

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

### **12.1 FAMILY CHOICE OF RENT (24 CFR 960.253)**

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

### **12.2 FLAT RENT (24 CFR 960.253)**

Families who opt for the flat rent will be required to go through the income reexamination process every three (3) years, rather than the annual review they would otherwise undergo, however, the Housing Authority must conduct a reexamination of family composition at least annually (24 CFR 960.257).

The Housing Authority has determined to develop flat rents based on 80% of fair market value. The flat rents are listed on the Flat Rent Exhibit to the ACOP and subject to change.

### **12.3 MINIMUM RENT (24 CFR 5.630)**

The Housing Authority has elected to charge a minimum rent of Zero Dollars (\$0.00) per month, however, this is subject to change at any time, following Board approval and postings in accordance with HUD regulations. **Minimum Rent: Zero Dollars (\$0.00)**

### **12.4 THE FORMULA METHOD (24 CFR SEC. 5.628)**

The total Tenant payment is equal to the highest of:

- A. Ten percent (10%) of monthly income;
- B. Thirty percent (30%) of adjusted monthly income; or
- C. The welfare rent, if applicable; or.
- F. Minimum Rent, if applicable

In the case of a family who has qualified for the income exclusion, upon the expiration of the twelve (12) month period, an additional rent benefit accrues to the family. If the family member's employment continues, then for the twelve (12) month period following the twelve (12) month period of disallowance, the resulting rent increase will be capped at fifty percent (50%) of the rent increase the family would have otherwise received.

## 12.5 FINANCIAL HARDSHIP POLICY

### 12.5.1 FLAT RENTS:

If a family on a flat rent has a financial hardship, the family may request the Housing Authority to switch the family to an income-based rent the first of the month following the month in which the family reports the change. The following conditions would warrant switching the family to the income based rent:

- A. The family has experienced a decrease in income because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of earnings or other assistance.
- B. The family has experienced an increase in their expenses, because of changed circumstances, for medical costs, childcare, transportation, education or similar items;

The Housing Authority will not switch the family to an income based rent if the family's income decreases due to a reduction in the family's welfare assistance if the reduction is the result of fraud or failure to participate in an economic self-sufficiency program or to comply with a work activities requirement. If this occurs, the family will be advised of their right to an Administrative Grievance.

The Housing Authority will provide a worksheet with the dollar amounts of Tenant rent under each option and the Housing Authority's procedures for switching the family's rental payment in times of hardship. The Housing Authority will obtain the Tenant's signature to indicate the information was explained.

### 12.5.2 MINIMUM RENTS:

If a family subject to the minimum rent has a financial hardship, the family may request in writing, a minimum rent exemption. The financial hardship applies to the payment of minimum rent only and does not apply to income-based rents (thirty percent [30%] of adjusted income, ten percent [10%] of gross income or welfare rents). Families cannot request a financial hardship exemption if their income based rent exceeds the minimum rent.

Financial hardships include:

- A. Lost eligibility for or awaiting approval of eligibility for a Federal, State or local assistance program. Exemptions will not be approved and rents will not be adjusted for sanctions due to non-compliance with program(s) requirements.
- B. Family would be evicted due to non-payment of a minimum rent, as defined in Section 12.5
- C. Income has decreased due to a change in circumstances (i.e. loss of employment).
- D. Death in the family;

- E. Unexpected increases in family medical or childcare expenses.

The family must provide written documentation of the requested hardship within 10 days of the initial request. Upon receipt of the request and the documentation, the minimum rent will be suspended effective the first of the following month pending the Housing Authority's determination.

The Housing Authority 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 Housing Authority will review each request and determine whether a financial hardship exists and whether it is long-term or temporary. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated retroactively to the time of suspension and must be paid within thirty (30) days. If the financial hardship is determined to be temporary, the minimum rent will be reinstated to the beginning of the suspension. The family may request a Hardship Repayment Agreement for rent subject to the terms in section 15.3.2 and 15.3.3. If the financial hardship is determined to be long-term, the Housing Authority will approve exemption to the hardship policy until such time as the qualifying hardship ends. The hardship is considered ended when one or more of the following have occurred:

- A. The qualifying situation no longer exists;
- B. The family's income equals the pre-qualifying income; or
- C. The family's Total Tenant Payment (TTP) exceeds the minimum rent

Hardship exemption requests are subject to the hearing procedures outlined in the Grievance Policy.

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

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

- A. The family was receiving assistance on June 19, 1995; and
- B. The family was granted continuation of assistance before November 29, 1996; and
- C. The family's head or spouse has eligible immigration status; and

- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of eighteen [18]) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to June 19, 1995, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus twenty-five percent (25%).

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

- A. Step 1. Determine the total Tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- B. Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- C. Step 3. Subtract the total Tenant payment from the family maximum rent (applicable flat rent). The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- D. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
- E. Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."
- F. Step 6. The mixed family TTP is the maximum rent (applicable flat rent) minus the amount of the eligible subsidy.
- G. Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family Tenant rent.

When the mixed family's TTP is greater than the maximum rent (applicable flat rent), the Housing Authority will use the TTP as the mixed family TTP.

12.7     *UTILITY ALLOWANCE (24 CFR 965.501 – 965.508)*

The Housing Authority has established a utility allowance for all individual and check-metered utilities. The allowance is based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority reviews the actual consumption of Tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by ten percent (10%) or more since the last revision to the allowances.

The utility allowance, if applicable, will be subtracted from the family's Total Tenant Payment (TTP) to determine the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. For families who pay a formula rent, the Housing Authority will reimburse the family if the allowance for Tenant paid utilities is greater than the families Total Tenant Payment. This is called a "utility reimbursement." The Housing Authority will not pay a utility reimbursement for a family that has chosen to pay a flat rent. Any utility cost above the allowance established by the Utility Allowance Schedule is the responsibility of the Tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the Tenant.

For Housing Authority paid utilities, the Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Utility Allowance Schedule will be billed to the Tenant monthly.

12.8     *ANNUAL REEXAMINATIONS FOR ELDERLY/DISABLED FAMILIES ON FIXED INCOME*

Elderly or disabled families on fixed incomes will be recertified using a streamlined process. Incomes will be adjusted by calculating family incomes by applying any published cost of living adjustments to the previously verified income amount.

For purposes of this section, fixed income includes:

1. Social Security payments including SSI
2. Federal, state, local and private pension plans; and
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar type of periodic receipts that are of substantially the same amounts from year to year.

## 13 ENROLLMENT AND LEASE-UP

### 13.1 ENROLLMENT INTERVIEW

The enrollment process includes a final verification of eligibility criteria and a determination of suitability. The Occupancy Specialist reviews the credit check, background information, landlord references, and completes verification process of applicable income, assets, and expenses of all family members as prescribed by HUD.

At the enrollment interview, the Occupancy Specialist confirms the family size and eligibility status. The applicant must provide proof of citizenship or eligible immigration status, identity papers, such as driver's license or photo ID, birth certificates, Social Security cards, and current information on all family income, assets, and eligible expenses. The Occupancy Specialist explains the public housing program and obtains signatures of all adult household members eighteen (18) years of age and older on all HUD and Housing Authority required forms and certifications.

### 13.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine the bedroom size to be offered to eligible applicants without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. In determining bedroom size, the Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

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

- A. Children of the same sex will be assigned a bedroom unless more than five (5) years apart.
- B. Children of the opposite sex will be assigned separate bedrooms.
- C. Adults and children will not be required to share a bedroom.
- D. Live-in aides will be assigned a separate bedroom
- E. Single-person families will be assigned one (1) bedroom in the family communities and an efficiency apartment in the buildings designated for persons who are elderly persons with disabilities.

### 13.3 *SHARED CUSTODY OF CHILDREN*

In order to be considered part of the subsidized household the child (ren) must reside in that household at least one hundred eighty-three (183) overnights each year, which do not have to run consecutively.

Primary residency of the child will be verified through use of court custody records, school records, local or government subsidies, etc.

### 13.4 *EXCEPTIONS TO BEDROOM SIZE STANDARDS*

- A. A family may request a smaller unit size than the guidelines allow. The Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for one (1) year or until the family size changes, whichever may occur first.
- B. A family may request a larger unit size than the guidelines allow. The Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit, such as space needed for storage of large medical equipment.
- C. If no families are on the waiting list for a larger size, smaller families may be housed in a larger unit if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies.

### 13.5 *OFFER OF UNIT*

The Occupancy Specialist will maintain a pool of eligible applicants for each bedroom size at all times, so that no lag exists in the filling of units. The size of the wait list and turnover rates will determine the number of families to be interviewed. All verifications must be complete and the applicant ready to fill the next available unit.



Applicants who have completed the enrollment interview will be contacted by telephone and advised of the availability of a unit. An offer letter confirming the telephone call will be sent. If applicant does not have a telephone, an offer letter will be sent. The family must respond to the offer within four (4) days from the date at the top of the offer letter. This offer and the family's decision will be documented in the applicant's file. To fill immediate vacancies, applicants who do not provide telephone numbers may be skipped, on approval from management. A letter will be sent advising any skipped applicant to contact the Housing Authority and the applicant will be offered the next available unit.

Any applicant who has refused an offer three (3) or more times is sent a letter advising they have been removed from wait list.

An "allowable refusal" will not be counted against the applicant as one (1) of the three (3) offers. Allowable refusals include: 1) documentation from a physician that the applicant cannot accept the offer due to hospitalization or a scheduled surgery; 2) documentation to the satisfaction of the HA that the acceptance of the apartment would cause an undue hardship; 3) jury duty.

If, in making the offer, the Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

**Accessible Units:** Accessible units will be first offered to Tenants who may benefit from the accessible features. If no Tenants exist needing such features, then applicants will be selected from the wait list. If no applicants exist who would benefit from the accessible features, the units will be offered to regular applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be advised that they may have to move if the unit is needed for a person needing an accessible unit; and the applicant must sign a release form stating they will accept a transfer if a family requiring an accessible feature applies.

### 13.6 *LEASE UP INTERVIEW*

Prior to signing the lease, all adult family members, ages eighteen (18) and older, are required to attend the Lease Up Interview for a final orientation of the particular community in which they have been offered a unit. Applicant will be provided a Family Packet with information regarding schools, utilities, trash pickup, community activities, and any other information unique to that community.

The head of household and all adult family members, ages eighteen (18) and older, will be required to execute the lease prior to admission. The Housing Authority will retain the original executed lease in the Tenant's file. The applicant will be provided a copy of the lease (parts I and II), all attached exhibits, which includes the grievance procedure. Also provided are utility allowance, utility charges schedule, and the current schedule of routine maintenance charges. Additionally, the applicant will be provided with the

“Dangers of Lead Paint” (a HUD brochure), and the “Important Reminders” (highlights of major Housing Authority policies, including ACOP web link). These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the Tenant’s file.

#### 13.7 *RENTAL SECURITY DEPOSIT POLICY*

The security deposit shall be as specified in the Public Housing Lease. The family will pay a security deposit at the time of lease signing. In exceptional situations, the Housing Authority reserves the right to allow a new Tenant to pay their security deposit in two (2) payments. One-half shall be paid in advance and one-half with the second rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

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

### 14 **INTERIM POLICY (24 CFR 960.257)**

#### 14.1 *INCREASES IN INCOME*

The family must report all increases in income in writing within fourteen (14) calendar days from the effective date of the increase. For increases of Twenty-Five Dollars (\$25.00) or more per week in gross income, an interim adjustment in rent will be effective the first (1<sup>st</sup>) day of the third month following the *effective* date of the increase in income. Where a new family member with income is added to an existing household, the rent will increase, following a thirty (30) day notice, on the first day of the month. The income of Live-in Aides will not be counted for purposes of calculating rent.

#### 14.2 *DECREASES IN INCOME*

The family may report a decrease in income. If reporting a decrease, the family must report the decrease in writing by the last day of the month for an interim adjustment to be effective on the first (1<sup>st</sup>) of the following month.

#### 14.3 *POLICY FOR ADDITION OF AN ADULT EIGHTEEN (18) YEARS OR OLDER*

In order to add a household member, (including live-in aides), age eighteen (18) or older, the family must request that the new member be added to the household. Before adding the new member to the household, the individual must complete a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and pass the screening criteria, their name will be added to the lease. The act of applying does not automatically grant approval of visitation pass. Add-on applicants cannot live there beyond the date that the visitors pass expires while pending approval and execution of the new lease.

14.4 *POLICY FOR ADDITION TO HOUSEHOLD DUE TO BIRTH, ADOPTION, CHILD CUSTODY, OR THROUGH FOSTER CARE PROGRAM*

The family must report any additions to the household due to birth, adoption, child placement or custody, or through the Foster Care Program within fourteen (14) calendar days. Tenant must provide written verification such as a birth certificate, court order, letter from social services or government agency.

14.5 *POLICY FOR MOVE OUT OF A FAMILY MEMBER*

The family must report if any family member no longer resides in the household within fourteen (14) calendar days. Staff may request written verification of the new address of the persons moving out of the household.

14.6 *CHANGES IN FAMILY EXPENSES*

The family may report any increase in medical, disability, or childcare expense. The Housing Authority will make an interim adjustment, if requested by the family, due to an expense that results in a decrease of the Total Tenant Payment. The resulting decrease in rent will be made the first (1<sup>st</sup>) of the month following the month in which the expense was reported.

14.7 *ZERO INCOME FAMILIES/INDIVIDUALS*

The reexamination staff will conduct a wage and benefit verification using all available resources on all zero-income clients at least semi-annually.

14.8 *SPECIAL REQUIREMENTS FOR TEMPORARY CASH ASSISTANCE (TCA) RECIPIENTS*

Rents for recipients of TCA (welfare/temporary cash assistance) benefits will not be lowered for families who are sanctioned by the Department of Social Services for not meeting the certification requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements, but cannot obtain employment. The Housing Authority will obtain written verification from the local welfare agency.

14.9 *PROCEDURE FOR REPORTING CHANGES*

The family must complete the *Interim Change Form* to report any change as described in the Interim Change Policy. The *Interim Change Form* is available at the Central Office, by mail or online at [www.hagerstownha.com](http://www.hagerstownha.com).

14.10 *POLICY FOR FAILURE TO COMPLY WITH INTERIM POLICY*

If the family misrepresents the facts upon which rent is based or fails to report an increase in income within the required fourteen (14) day time period, any increase in rent will be computed retroactively. At the discretion of the Housing Authority, based on the seriousness of the misrepresentation, the family may be subject to termination of housing. Any retroactive rent will be payable as determined by the Housing Authority. If the Housing Authority determines that the family's failure to report an increase was not

intentional due to family illness, disability, or some other unforeseen cause, the Housing Authority may permit the family to enter into a Repayment Agreement.

14.11 *FAMILY DISCLOSURE OF HUD NOTICE CONCERNING FAMILY INCOME*

A family must promptly furnish to the Housing Authority any letter from HUD concerning the amount or verification of family income. The Housing Authority must verify the information received from the family and make appropriate adjustments in the amount of income and rent. The Housing Authority will also pursue former Tenants for abuses regarding excess rental assistance, such as reporting the deficiency of payments to credit bureaus or pursue collection through the court system in order to recover such amounts.

14.12 *DISALLOWANCE OF EARNED INCOME (24 CFR 5.617 & 960.255)*

During the first (1<sup>st</sup>) twelve (12) months after commencement of employment of a family member, the Housing Authority disallows the incremental increase in a family member's income as a result of employment. In the second (2<sup>nd</sup>) twelve (12) month period, the Landlord disallows fifty percent (50%) of the incremental increase. The amount of the incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment to the amount of such income after beginning the employment. It is this amount that is subject to being disregarded.

The family may receive the disallowance only as follows:

- A. Disallowance is limited to one (1) Twenty-Four (24) month period from the beginning of the first (1<sup>st</sup>) month after commencement of qualifying employment of an individual family member
- B. During this Twenty-Four (24) month period, for a maximum of the first (1<sup>st</sup>) twelve (12) months, the incremental increase is disregarded, and for a maximum of the second (2<sup>nd</sup>) twelve (12) months, fifty percent (50%) percent of the incremental increase is disregarded.
- C. Definitions: The following definitions apply for purposes of this section (24 CFR Sec. 5.617 & 960.255)
- D. Disallowance – (Exclusion from annual income)  
Previously unemployed includes a person who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.
- E. Qualified family - A family residing in public housing:
  - 1. Whose annual income increases as a result of employment of a family member who was unemployed for one (1) or more years previous to employment
  - 2. Whose annual income increases as a result of increased earnings by a

family member during participation in any economic self-sufficiency or other job training program

3. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of title IV of the Social Security Act, as determined by the Landlord in consultation with the local agencies administering temporary assistance program. These programs are not limited to monthly income maintenance, but also include such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six (6) month period is at least Five Hundred Dollars (\$500.00).

#### 14.13 *POLICY FOR ABSENCE FROM THE UNIT*

The Tenant shall have the right to the exclusive use and occupancy of the Residence as a private dwelling. The Residence shall be used only for residential purposes. The Residence shall be the sole and exclusive dwelling unit of the Tenant and any and all Household Members (no Tenant or Household Member may maintain another residence while the Lease is in force). The unit must be the principal place of residence for the duration of the lease. The Tenant shall not, in whole or in part, assign the Lease, or sublet or transfer possession of any part or all of the Residence.

Tenants are required to advise their Housing Processor in writing if the Tenant plans to be away from home for more than thirty (30) days. During the absence, the rent and utilities must be paid when due and the unit maintained. If the Tenant does not return to the unit within sixty (60) days, the Housing Authority will send a Notice of Lease Termination with the provision that if the Tenant returns before the effective date of the Notice of Lease Termination, the Termination Notice will be withdrawn.

Consideration may be made for verified medical reasons and extended hospital or nursing home stays of the Tenant of up to one hundred eighty (180) days from the date of absence.

#### 14.14 *VISITATION POLICY*

A *guest/visitor* is defined as a person temporarily staying in the unit any part of the day or night, without regard to the length of stay, with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant. The number of overnight visitors may not cause the total number of persons in the dwelling unit to exceed the occupancy standards for the dwelling unit as set forth in Section 13.2.

The Tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near Housing Authority's premises [24 CFR 966.4].

- Visitors staying more than seven (7) consecutive days must obtain a visitors pass. The total number of visitation days, with or without a visitor pass, cannot exceed forty-two (42) cumulative visitation days in any twelve (12) month period. All visitors eighteen (18) years of age and older may be required to provide a photo ID.
- Visitors' passes are issued at the discretion of the Authority and contingent on the applicant screening process
- A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure or family member on military leave)
- An exception will not be made unless the Tenant can identify and provide documentation to the satisfaction of Housing Authority, of the residence to which the guest will return at the conclusion of the visitation period
- Former residents who have been evicted for criminal or drug activity or disturbances within the last twelve (12) months are not permitted as overnight guests
- Under no circumstances will a person whose name appears on the Housing Authority No Trespass list be permitted as a guest.
- Guests who represent the unit address as their residence address for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence will be considered by Landlord to be a substantial violation of a material term of the Lease.

The cumulative restriction does not apply to a Tenant with joint custody of a child when the Tenant is not the primary custodian of the child, but shares custody or familial visitation. In this case, the child will be considered a visitor of the non-primary custodian unless/until the child spends more than one-half (1/2) of the calendar year (cumulative) with the non-primary custodian (Tenant). If this is the case, the child is no longer considered a visitor, and the Tenant will be required to add the child to their lease. The Tenant must notify the Housing Authority of the presence of the non-custodial child within fourteen (14) days of the first visit, as well as the determined or anticipated terms of visitation. The non-custodial parent/Tenant shall be required to provide documentation of the terms of visitation/custody.

Full-time college students who were part of the family prior to going to college but who have been removed from the Lease and who now live at college during the school year and who are not considered an unauthorized member of the household may visit for up to one hundred twenty (120) days per year without being considered a member of the household. In such cases the family will not be entitled to an additional bedroom and must submit to Housing Authority documentation that the student is currently enrolled in college, and must request and receive authorization from the Housing Authority for the planned dates of visitation (i.e., student days off within the academic calendar).

A full time college student who is on the lease and is a member of the household is not subject to this paragraph.

Housing Authority will review the following types of documentation to help in its determination of a visitor's status:

- Absence of evidence of any other address could be considered verification that the visitor is an unauthorized occupant.
- Statements from neighbors, police reports and/or any other reliable source will be considered in making the determination.
- Use of the unit address by the visitor for any reason could be construed as the unit address being primary place of residence.

The burden of proof that the individual is an authorized occupant or visitor is entirely on the family. In the absence of such proof, the individual will be considered an unauthorized occupant and Housing Authority will consider this to be a substantial violation of a material term of the Lease and may take lease enforcement action against the Tenant.

## **15 COLLECTION POLICIES**

### **15.1 RENT PAYMENT POLICY**

Rent is due and payable in advance on the first (1<sup>st</sup>) day of each month. Rent may be paid at any branch of the bank so designated by the Housing Authority to receive such payments or mailed to the Housing Authority Central Office. Potomac and, Walnut Towers Tenants may place rent in Collection Boxes on site until the fifth (5<sup>th</sup>) of each month. Computer generated rent statements are mailed to Tenants before the first (1<sup>st</sup>) day of the month and must accompany payment of rent. Full statement charges must be paid unless adjusted by staff for the following reasons:

- A. A decrease in income, which occurred after the statement was mailed;
- B. To adjust for payment of prior month after statement was mailed;
- C. To add late charges or court costs for Tenants who do not pay rent when due.
- D. To remove charges to reflect court ordered amount to prevent set out.

Tenants may request an adjusted or duplicate rent statement by completing a request form at the Housing Authority Central Office and attaching applicable documentation. For Tenants who have not paid rent when due, Tenant will be assessed a Five Dollar (\$5.00) fee to adjust statement to add any late charge or court costs and receive an adjusted rent statement. For Tenants who have lost statement, a Five Dollar (\$5.00) fee will be assessed. Duplicate statement charges will be assessed on the rent statement the following month.

Rent is late after the fifth (5<sup>th</sup>) day of each month, and a five percent (5%) late charge assessed.

Any personal checks dishonored for Non-Sufficient funds or other reason will be assessed a Twenty Five Dollar (\$25.00) fee. If more than two (2) personal checks have been dishonored at any time during the tenancy, no further personal checks will be accepted. Rent statements will be stamped "Cash Only" as formal notification to the bank not to accept personal checks; and to accept cash, money order or cashier's check. This will be tracked by computer system.

Rent and or other charges may be paid in person at the Housing Authority Central Office for the following reasons:

- A. A new move-in, whereby applicant pays first (1<sup>st</sup>) month's rent and security deposit.
- B. A social service agency is paying rent to prevent eviction and Tenant must pay late charges, court costs, and/or other charges.

To prevent eviction, before the set out time, the Tenant must pay all rent, late charges, and court costs at the bank. Since the bank does not provide receipts until the following day and the Tenant may pay at any branch, the Tenant must bring the receipt to the central office prior to the time of set out.

### 15.2 *INTERVENTION POLICY*

Tenants will be advised of the Housing Authority's Rent Payment Policy at the Enrollment Interview and at each annual reexamination. Staff will stress the Housing Authority no tolerance policy on late payment of rent, and advise that the No Right of Redemption will be strictly enforced. Tenants may be referred to Resident Services Department for financial counseling and to any other community resource that will assist Tenant.

Any Tenant receiving the second (2<sup>nd</sup>) fourteen (14) day late letter may be required to attend a special certification appointment to determine why the rent is being paid late. If Tenant does not appear for three (3) or more appointments, Tenant will be sent Notice of Lease Termination for failure to appear for scheduled certification appointments.

### 15.3 *REPAYMENT AGREEMENT POLICY*

#### 15.3.1 *RETROACTIVE RENTS*

A Repayment Agreement may not be entered into without the approval of the Director of Housing Operations or designee, regardless of the amount, for retroactive rents of any Tenant who misrepresents the facts upon which rent is based or who fails to report an increase in income at the annual reexamination.

- A. Notice of the retroactive rent charge will be mailed to the Tenant advising the Tenant that the retroactive rent charge will appear on the next month's rent



statement and advising the Tenant that the retroactive rent charge must be paid in full within thirty (30) days.

- B. In the (1<sup>st</sup>) first case of non-reporting of an increase in income or of a misrepresentation of income, a repayment plan may be considered if the failure to report or misrepresentation was for a reason beyond the Tenant's control, such as a disability, illness or other extenuating circumstances. The fact that the Tenant cannot pay the retroactive rent charge within thirty (30) days is not considered an extenuating circumstance. The extenuating circumstance must relate to the reason for the non-reporting or the misrepresentation. If a repayment agreement is not approved, the Director of Housing Operations or designee may consider an extension of time to pay. An extension of time may be approved in thirty (30) day increments. Not more than two (2) thirty (30) day extensions may be approved.
- C. If there is a (2<sup>nd</sup>) second case of non-reporting of an increase in income or of a misrepresentation of income, no repayment plan will be permitted. The retroactive rent must be paid in full within thirty (30) calendar days. Only the Director of Housing Operations or designee may consider an extension of time to pay. This extension of time, if approved, may be for no more than an additional thirty (30) days
- D. If there is a (3<sup>rd</sup>) third case of non-reporting of an increase in income or of a misrepresentation of income, a Notice of Lease Termination will be issued and the Tenant will be evicted.
- E. Failure to report income resulting in a retro rent charge will not be approved for a repayment agreement

#### 15.3.2      *MAINTENANCE AND OTHER CHARGES (24 CFR (966.4)*

The Reexamination Housing Processors will encourage Tenants to pay maintenance and other charges in full. The threshold for entering into a Repayment Agreement for other charges is Seventy-Five Dollars (\$75.00). This may be one (1) charge of Seventy-Five Dollars (\$75.00) or a number of charges that are billed in the same month that total Seventy-Five Dollars (\$75.00) or more. Exception to policy for documented hardship may be approved by the Deputy Director or designee.

The minimum monthly payment is Twenty-Five Dollars (\$25.00) for all Repayment Agreements. The monthly payment will be billed on the Tenant's rent statement.

#### 15.3.3      *DUE DATES/DEFAULT*

All repayments will be due as stated on the Repayment Agreement. If a payment is not received on the due date, a late letter will be sent by the twentieth (20<sup>th</sup>) day of the following month. If payment is not received based on late notice, a Default Notice will be issued. If payment in full is not made based on Default Notice, a Notice of Lease Termination will be issued.

## 16 TRANSFER POLICY

### 16.1 GENERAL POLICY

Transfers shall be made without regard to race, color, religion, sex, familial status, or national origin in accordance with federal fair housing and equal opportunity laws.

Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights.

Refusal of transfer at the request of the Housing Authority may result in termination of the lease. The Tenant will be entitled to grievance rights.

Tenants shall bear their own moving costs associated with transfers. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a unit. These costs are hereinafter collectively referred to as “displacement costs.” Payment of any displacement costs by the Tenant or the Housing Authority will be determined by the Executive Director or Director of Housing Operations in accordance with 49 CFR Part 24 The Uniform Relocation Act; HUD Handbook 1378 CHG-4 “Tenant Assistance Relocation and Real Property Acquisition”, in addition to Federal and State laws.

Another exception would be if a Tenant is transferred as a reasonable accommodation request or if the vacant unit is offered to a current Tenant of the same community that required the accessibility features of the accessible unit and who is currently occupying a unit not having accessible features. The Housing Authority must pay moving expenses to transfer a Tenant with a disability to an accessible unit as an accommodation for the Tenant’s disability.

If a Tenant is or becomes eligible for a different type or size of dwelling unit and an appropriate dwelling unit becomes available the Tenant shall be given five (5) days to move.

### 16.2 REASONS FOR TRANSFER

**Over-housed** - A Tenant is considered to be “over-housed” when the family occupies a unit with more bedrooms than are necessary to properly accommodate the family in accordance with the Housing Authority Occupancy Standards. The over-housed Tenants must transfer to a unit with the proper number of bedrooms when notified by the Housing Authority that their unit is needed and a unit of the proper size is available.

**Under-housed** – A Tenant is considered to be “under-housed” when the family occupies a unit that has: a) more than two persons per bedroom; b) two (2) persons of different generations in the same bedroom; c) unrelated adults who are not co-habitants in same bedroom; d) children (except infants under age one [1]) sharing a bedroom with an adult; e) children of opposite sex in same bedroom, except for infants up to age two (2); and f) children of the same sex with at least five (5) years age difference. Tenant must transfer

to a unit with the proper number of bedrooms when notified by the Housing Authority that a unit of the proper size is available.

**Reasonable Accommodation** - In accordance with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of Title I of the Housing and Community Development Act of 1974; and Title II of the Americans with Disabilities Act of 1990 the Housing Authority will provide reasonable accommodations to individuals with disabilities (a physical or mental impairment that substantially limits one or more major life activities) to the maximum extent feasible. Such accommodations include transferring a Tenant from one unit to another unit within a community, between communities or to assist a Tenant in locating an accessible unit on the private market under the Section 8 Program.

Requests for a reasonable accommodation shall be reviewed on a case-by-case basis, but shall not require the Housing Authority to: 1) take any action that would result in a fundamental alteration in the nature of its program or activity or incur undue financial or administration burden, or 2) make structural changes in existing housing facilities where other methods are effective in achieving compliance with federal, state, and local regulations. Requests shall be made to the Director of Housing. Tenant may be required to provide appropriate verification of disability from a qualified third party professional, such as a primary care physician. Only the Executive Director or Director of Housing may approve transfers for reasonable accommodation.

**Accessibility** – In compliance with Section 504 Regulations, if a transfer is requested by a Tenant because a member of the family has a mobility or other impairment, the Housing Authority shall have the choice to modify the Tenant’s existing unit or transfer the Tenant to another unit with the features required upon availability. A non-disabled Tenant in a unit with special features must transfer to a unit without such features should a Tenant or applicant with disabilities needs the unit. If a non-disabled Tenant is notified by the Housing Authority that their unit is required for a person with a disability the Housing Authority will pay moving expenses related to transferring that Tenant to another unit.

**Hate Crimes** - Tenant may request to move if any (1) one or more of Tenant’s family members have been a victim of one or more hate crimes (as described below), and Tenant’s fear of such crime has destroyed the family’s peaceful enjoyment of the unit. The hate crime must have occurred recently or be of a continuing nature. The Hate Crime will be verified by the Housing Authority using third-party documentation from law enforcement agency or other appropriate agency, as determined by the Housing Authority.

*A hate crime is defined as actual or threatened physical violence or intimidation that is directed against a person or his or her property, and that is based on a person’s race, color, religion, gender, sexual orientation, national origin, disability, or familial status.*

**Safety Moves** – Tenant may request to move for the safety of a household member who is a witness to a crime and may face reprisals or who is subject to attack by persons engaged in criminal activity or who has been determined by a court to be a victim of domestic violence. A move requested for these reasons must be substantiated by appropriate documentation, such as a threat assessment or safety plan, by a law

enforcement agency or other appropriate agency, as determined by the Housing Authority.

***Live Near Work/Transportation*** – Tenant may request a transfer to be closer to work or to public transportation to alleviate a work related transportation problem. Tenant must be able to verify that the Tenant or a household member has been at their present job for one year prior to transfer request.

***Unit Rehabilitation or Tenant Displacement*** – A Tenant is required to move by Housing Authority because of displacement associated with demolition, sale or acquisition, or rehabilitation of a unit. A unit is in need of rehabilitation if it is in need of repairs to correct defects hazardous to life, health, or safety; or rehabilitation or repairs are deemed necessary by the Housing Authority and cannot be performed with the Tenant residing in the unit.

***Elderly Unit to Family Unit*** – Single Tenant under age sixty-two (62) living in a building designed for elderly Tenants or persons with disabilities can request to be transferred to a one bedroom family community unit.

***Family Unit to Elderly Unit*** – A single elderly or elderly couple in a family community may request to be transferred to a unit in a community designed for elderly Tenants or persons with disabilities.

***Elderly Tenant in Efficiency to One Bedroom*** – To encourage occupancy of efficiency units elderly single persons living in efficiency apartments may request to be placed on a transfer list for a one bedroom.

***Deconcentration*** – Tenant may request or the Housing Authority may initiate a transfer to correct or avoid concentration of the most economically and/or socially disadvantaged families.

### 16.3     ***CONDITIONS FOR TENANT REQUESTED TRANSFERS***

In all cases of Tenant-requested transfers, Tenants will be considered eligible for transfer based on the following conditions; a) All rent and other charges are paid up-to-date and the Tenant is current on any repayment agreement; b) Tenant is in good standing with the lease [To be in good standing, the Tenant must have no more than a total of three lease (3) violations, regardless of the severity of the lease violation, within twelve (12) month prior to Tenant requesting a transfer. At the time of the offer of the unit to a Tenant, the Tenant must have remained in good standing and have not had any additional lease violations]; c) Tenant's current unit must pass transfer inspection; d) Tenant must be in compliance with community service requirements.

A Tenant who is determined ineligible for a transfer may reapply after three (3) months and must meet all eligibility requirements. These conditions may be waived by the Executive Director or designee for Housing Authority initiated transfers (for example, a single person is living alone in a three (3) bedroom unit who does not want to move but is being required to move by the Housing Authority).

16.4    *SELECTION CRITERIA*

To keep vacancy days to an acceptable level as required by the Public Housing Assessment System (PHAS), up to four (4) transfers may be made per month as follows:

**Priority 1 Transfers** - Take precedence over new admissions and over Priority 2 Transfers

- A.     Tenant is required to move by Housing Authority due to unit rehabilitation or Tenant displacement.
  
- B.     Tenant or applicant requests an accessible unit with special handicap features. Selection shall be made in the following order: 1) current Tenant of a Housing Authority unit who meets the requirements for an accessible unit; 2) eligible qualified applicants on waiting list needing an accessible unit. [If no person with disabilities is available who needs an accessible unit, the Housing Authority may offer the unit, on a non-priority basis, to an applicant not needing an accessible unit. Except in extraordinary circumstances, it is not the intention of this policy for a Tenant who is not in need of an accessible unit to transfer to an accessible unit through a Tenant initiated transfer. An applicant not in need of an accessible unit that moves into an accessible unit will be advised that he/she will be required to move if a disabled applicant or current Tenant requires the accessibility features of the unit.]
  
- C.     Tenant who requires a transfer due to a Reasonable Accommodation as determined by Housing Authority.
  
- D.     Tenant who is a victim of a verified Hate Crime. (as defined in section 16.2)
  
- E.     Tenant who requests to be transferred as a Safety Move. (as defined in section 16.2)

**Priority 2 Transfers**

Depending on the number of Priority 1 transfers in any given month, and the number of vacancy days, the Housing Authority has the discretion to process Priority 2 Transfers or to select applicant from the wait list to fill vacant units.

Two transfers from efficiency to one-bedroom units may be made per month starting with oldest move-in date.

[All single, elderly applicants who are not users of wheel chairs or any other mobility device, or not in need of stationary oxygen tank that creates a space limitation, will be assigned an efficiency apartment. Any applicant who has taken possession of an efficiency apartment and would like to be placed on the transfer list for a one (1) bedroom may do so at time of move-in or thereafter. ]

**Transfers from efficiency apartments to one-bedroom apartments will be made when:**

- A.     No couples are on the waiting list or in need of transfer.

- B. No persons are on the wait list (or existing Tenants) who are using a wheel chair, a walker or other mobility device, a stationary oxygen tank, or in need of special features only available in handicap units.
- C. No Tenant with a documented medical reason is in need of a one-bedroom unit.

**Two transfers from the following other categories may take place per month in the following order of priority:**

- A. Tenant is under housed. Priority is given to the most under-housed residing in the under-housed situation the longest (except that Tenant who is over-housed may be moved first to make unit available to the under-housed family)
- B. Tenants who are over-housed. Priority is given to the most over-housed residing in the over-housed situation the longest (this may be waived by management to avoid a vacancy problem and to maintain full occupancy).
- C. Live near work or public transportation to alleviate a work related transportation problem
- D. Tenant requested moves associated with the deconcentration of economically and socially disadvantaged families.
- E. All other Tenant requested transfers.

## **17 PET OWNERSHIP POLICY (24 CFR 5.300 – 5.380)**

### **17.1 ASSISTIVE ANIMALS (24 CFR 5.303 & 960.705)**

Assistive or Support Animals are not pets and are not required to be in compliance with the Pet Ownership Policy, therefore, the following provisions do not apply to an Assistive/Support Animals. In addition EXHIBIT (F) Pet Policy of the PUBLIC HOUSING DWELLING LEASE – PART II does not apply to any Assistive/Support Animal in a Tenant’s unit. Additional information pertaining to Assistive/Support Animals can be found in the “REASONABLE ACCOMMODATION POLICY” (ACOP section 2.0). If a Tenant has an Assistive/Support Animal and an approved pet, the pet policy applies to the pet.

### **17.2 INTRODUCTION**

- A. Tenants of the Hagerstown Housing Authority may own pets that are present at the Tenant’s dwelling unit ONLY in accordance with this policy.
- B. This policy does not apply to animals that are used to assist persons with disabilities (Assistive/Support Animals). Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses an Assistive/Support Animal is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.

- C. All pets are considered owned by the head of household of the unit and that head of household is responsible for complying with the Pet Ownership Policy of the Housing Authority. The term "head of household" includes the terms "Tenant" and "pet owner" when used in this policy.
- D. The Housing Authority may decline to approve a particular pet or to authorize a Tenant to own and maintain a pet. The Housing Authority may suspend or revoke the approval or authorization to own and maintain a pet if the Tenant fails to comply with the terms of this policy or, if the Housing Authority has just cause that a Tenant should not be permitted to own and maintain a pet.

### 17.3 *PERMITTED PETS:*

17.3.1 *DOMESTIC CATS AND DOMESTIC DOGS* – this provision applies only to domestic cats and dogs. The term animal or pet as used in the Pet Ownership Policy refers to either a domestic cat or dog. Tenants may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.

- A. Only one (1) domestic cat or one (1) domestic dog shall be owned and housed in unit. The animal must be a house pet and shall only be housed inside the unit.
- B. No animal shall be permitted at the Tenant's unit or on the Housing Authority property until it has been approved and authorized by the Housing Authority. The Tenant must obtain Housing Authority approval of the animal prior to bringing the animal into the unit or onto Housing Authority property. The following requirements must be met in order for an animal to be considered for approval:
  - 1. An application for pet approval, provided by the Housing Authority, must be completed and submitted to the Central Office located at 35 West Baltimore Street, Hagerstown, Maryland. An actual photograph of the animal must be attached to the application form.
  - 2. All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the Tenant provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.
  - 3. Dogs are limited to those with a maximum mature height of twenty (20) inches (to the shoulder) and a maximum mature weight of twenty-five (25) pounds. A certification from Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete.

4. Dogs and cats must be licensed in accordance with applicable State and local laws and regulations. Dogs and cats must have all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Tenants are required to provide updated proof of licensing and immunizations at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.
5. Animals considered vicious or aggressive will NOT be approved. A certification from a Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete. An animal that is considered vicious or aggressive is:
  - a) Any animal that constitutes a physical threat to human beings or other animals; or
  - b) Any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or
  - c) Any animal that has bitten or attacked a human being or another animal.
6. Tenants must submit a statement regarding the owner's arrangement for removal of the dog or cat from their unit in the event of the owner's confinement, absence or death. A form will be provided for the Tenant to complete. Tenants are required to provide an updated statement at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

C. Tenants are required to pay an additional security deposit and a non-refundable monthly fee.

1. Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the Hagerstown Housing Authority for a dog or a cat housed in a unit. This Pet Security Deposit shall be paid to the Housing Authority after approval has been given by the Housing Authority for the requested animal and prior to the animal being authorized to be in the unit. This Pet Security Deposit will be maintained in an escrow account by the Housing Authority and will be used to correct any damage to Authority property (inside and out) by the animal after the animal has vacated the premises or the Tenant of that unit has moved out, whichever occurs first.
  - a) Tenants of Potomac Towers and Walnut Towers shall pay a Pet Security Deposit in the amount of One Hundred Fifty Dollars (\$150.00) for either a cat or a dog. Any Tenant of Potomac Towers or Walnut Towers who has previously paid a Pet



Security Deposit in a lesser amount shall not be required to increase the amount of the Pet Security Deposit on a previously approved animal. Any Tenant of Potomac Towers or Walnut Towers who seeks approval of a different dog or cat shall be required to pay the difference between the amount of the balance of the original Pet Security Deposit and the Pet Security Deposit of One Hundred Fifty Dollars (\$150.00).

- b) Tenants of any unit not in Potomac Towers or Walnut Towers shall pay a Pet Security Deposit in the amount of Three Hundred Dollars (\$300.00) for either a cat or a dog.
- c) If an animal has been removed from the unit and the owner remains a Tenant, an inspection will be conducted to assess any damage. In the case of damage, work will be performed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the Tenant.
- d) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the unit or Housing Authority property caused by the animal during a period when the animal is housed in the unit. Tenants will be billed for these costs. The Pet Security Deposit will only be applied to work performed to repair damage caused by the animal once the animal has been permanently removed from the unit.
- e) Under Maryland law, the following may apply to Pet Security Deposits

- 2. Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Pet Security Deposit in an interest-bearing account or shall hold the Pet Security Deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.
- 3. Return of Deposit. Unless the pet is removed from the unit prior to the termination of the lease, within forty-five (45) days after the end of tenancy, Landlord shall return to the pet owner the Pet Security Deposit minus any amount which Landlord shall rightfully withhold for damages caused by the pet. Simple interest, at the same rate required by Maryland Law on residential security deposits in effect at the time the refund is due, will be paid on Pet Security Deposits and will accrue at six (6) month intervals from the day the Pet Security Deposit was given.
- 4. Withholding of Deposit. Upon the termination of the lease or the removal of the pet, Landlord may withhold from the Pet Security Deposit to offset any damage to the property reasonably attributed to the pet. Tenant is required to give a minimum thirty (30) day written

notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, if the Tenant notifies Landlord by certified mail of the Tenant's new address and date of moving, Tenant will have the right to be present when Landlord inspects the Premises. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection. The inspection will be conducted within five (5) days before or five (5) days after Tenant moves.

5. Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the Pet Security Deposit, within forty five (45) days after termination of the tenancy or removal of the pet, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed and costs actually incurred.
6. Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the premises prior to termination of the Lease, the procedures for return of the Pet Security Deposit are as follows: a) within forty-five (45) days after leaving dwelling unit, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Pet Security Deposit with simple interest, paid at the same rate required by Maryland Law on Residential security deposits in effect at the time the refund is due. Interest is paid only on security deposits of Fifty Dollars (\$50.00) or more, accruing at six (6) month intervals from the day the Pet Security Deposit was given, less any damages rightfully withheld. If Landlord fails to send the list of damages required, the right to withhold any part of the Pet Security Deposit for damages is forfeited.
7. Landlord Liability. The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.
8. Non Refundable Monthly Fee.
  - a) A non-refundable Pet Fee of Ten Dollars (\$10.00) per month shall be charged to each unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet.
  - b) **Notwithstanding the provisions of (a) above by federal law, any** Tenants of Potomac Towers and Walnut Towers are

**exempt from paying** the Ten Dollar (\$10.00) per month Pet Fee.

- D. Upon approval of an animal by the Housing Authority, written authorization will be issued to the Tenant and will apply ONLY to that animal and ONLY to that Tenant. A Tenant must obtain approval and authorization for a new animal in that Tenant's unit. A Tenant wishing to receive a previously approved and authorized animal owned by another Tenant must obtain approval and reauthorization for that animal.
- E. The following rules apply:
1. Pet owners shall be responsible for any damage caused by an animal to any Housing Authority property, including any unit (inside and outside) or common area. Damage outside of a unit or in a common area includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on Housing Authority property.
  2. Yards and balconies are considered part of a unit – the Tenant shall insure that feces are removed immediately and disposed of in properly sealed containers.
  3. Yards must be maintained in an acceptable manner – the Tenant shall ensure that no holes or bare spots remain due to an animal's use of this space.
  4. If during an inspection of a unit:
    - a) An animal odor is present, it will be documented on the inspection report. The Tenant shall be required to correct problem and a follow up inspection will be conducted; if Housing Authority personnel or a contractor is required to eliminate the odor, the Tenant shall be responsible for the cost of fumigation or other corrective action.
    - b) The presence of fleas is detected in the unit, it will be documented on the inspection report and the Tenant shall be responsible for the cost of exterminating the unit and any other affected unit.
    - c) Any pet damage to the unit (inside or out) observed will be documented on the inspection report and the Tenant will be responsible for the cost of repairs.
  5. When an animal is not inside the unit, the animal must remain on a leash at all times, including when in a fenced yard. All Tenants must also comply with the City of Hagerstown's leash laws and any other ordinances or laws of the City of Hagerstown, Washington County and the State of Maryland that pertain to the keeping and treatment of pets.
  6. Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a Tenant of the unit accompanies the animal

7. There shall be no structure (no animal house, kennel or similar structure) in the yard area to house or to shelter the animal while outside. These animals are considered inside pets.
8. No food or water for animals shall remain outside.
9. Animals shall not to be left unattended in a parked vehicle.
10. Animals shall not be left unattended in the unit for more than ten (10) hours.
11. Vicious or aggressive animals are not permitted on Housing Authority property. This includes animals that have been previously certified as non- vicious or non-aggressive which have later demonstrated a vicious or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the premises by the owner within twenty-four (24) hours after notification of the findings. It is the responsibility of all Tenants to report any such attack to the Health Department.
12. Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dog's mature weight and height.
13. When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.
14. Tenants shall be responsible for removing the animal from the unit or containing the pet in another room at all times that Housing Authority personnel or a contractor are performing tasks in the unit. If tasks are being performed outside the unit, the Tenant is responsible for keeping the animal in the unit while the task is being performed.
15. Only the specific animal that has been approved by the Housing Authority shall be permitted at the Tenant's unit or on the Housing Authority property. Pet sitting in a Tenant's unit is not permitted, even if this pet is an approved pet of another Tenant. All Tenants are responsible for ensuring that their guests do not bring an animal (other than an animal that has a current approval or authorization by the Housing Authority) into the unit or onto the Housing Authority property.
16. Except as permitted in Item 17.5 (pertaining only to Tenants of Potomac Towers and Walnut Towers), no animals shall be permitted in common area rooms, community buildings, outside functions at common areas, or on the playground.

17. The Housing Authority will provide Tenants a form of identification for their pet indicating that is an approved and authorized pet. The pet must wear this identification at all times.

**All pets are to be maintained so as not to create a problem with their food or feces that may create a health or sanitation problem. For example food or feces accumulation on the floor of the unit, on the patio, on the balcony, or elsewhere.**

17.3.2

*BIRDS* - this provision applies only to birds. Tenants may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

- A. No prior approval is required for birds kept in accordance with the terms of this policy. The Housing Authority must be notified of the presence of birds. A form will be provided by the Housing Authority for the Tenant to complete.
- B. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.
- C. Only two (2) birds shall be permitted in a unit. Birds shall not be housed for breeding purposes.
- D. Parakeet means that specific breed of bird and not any other member of the Parrot family.
- E. Birds are not to be left unattended outside of the unit, even if caged.
- F. Any Tenant owning a Hornbill or other small member of the Parrot family prior to December 31, 2000 shall not be required to remove that bird from the unit. The Housing Authority must be notified of the presence of any such birds. A form will be provided by the Housing Authority for the Tenant to complete. Any replacement birds obtained must be in strict compliance with the requirements of 17.3.2 Item B. above.

17.3.3

*FISH* - this provision applies only to fish. Tenants may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

- A. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. The Housing Authority must be notified of the presence of an aquarium in the unit. A form will be provided by the Housing Authority for the Tenant to complete.
- B. Fish may be maintained in the unit in an aquarium, which contains not more than 30 gallons of water.

- C. Special approval and authorization must be obtained from the Housing Authority for more than one (1) aquarium.
- D. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

17.4 *PROVISIONS APPLICABLE TO ALL TENANTS AND ALL PETS OR ANIMALS.*

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners unit.
- C. There shall be no unauthorized pet in the unit or on Housing Authority property. **Unauthorized pets include, but are not limited to, the following:**
  - 1. Reptiles, insects and spiders;
  - 2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog.
  - 3. Any bird, other than a parakeet or a bird of canary size or smaller.
- D. Tenants are responsible for any noise disturbance and/or nuisance created by their pet. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the unit and the approval of the animal will be revoked.
- E. Pet owners are responsible for the proper and humane care of their pets.
- F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be turned over to the SPCA or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the unit immediately.
- G. It shall be a violation of this policy for any Tenant or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy, even if they are not a pet owner.
- H. Any Tenant who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the Tenant must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.
- I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall

control over this provision), if there are three (3) violations of this policy within a one (1) year period, the Housing Authority may revoke the approval and authorization for the pet.

- J. If the Housing Authority revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the premises and may lose pet ownership privileges for six (6) months.
- K. If the policy violations are made by a Tenant as a result of an animal that is not previously approved and authorized to be in the unit or on Housing Authority property, the Tenant may lose pet ownership privileges for six (6) months.
- L. Tenants who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with the Hagerstown Housing Authority.
- M. The failure to remove an animal from the premises after being notified to do so, is grounds for terminating the lease. Grievance rights will be afforded the Tenant in the event that the Housing Authority attempts to terminate the lease.
- N. Neither the Housing Authority nor any of its personnel or contractors shall be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the unit. Tenants are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by Housing Authority personnel or contractors may be hazardous to pets.
- O. Violations of this policy constitute a substantial breach of a material term of the Lease.
- P. Nothing contained in this policy is intended to limit the Housing Authority or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, Tenants, or Housing Authority personnel.
- Q. In addition to the requirements of these policies, Tenants must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

17.5 *ADDITIONAL RULES APPLYING ONLY TO TENANTS OF POTOMAC TOWERS, WALNUT TOWERS AND C.W. BROOKS MID-RISE*

- A. For purposes of this provision, the term pets or animals include birds and fish.

- B. At all times when an animal is not in the Tenant's unit, the animal must be under the control of the Tenant and shall either be on a leash or in a carrying case.
- C. Animals shall be allowed in the halls and on the elevators only for the purposes of exiting and entering the building; and as noted in Section 2.3 for Reasonable Accommodation.
- D. Animals shall be allowed in the lobbies only when the owner is waiting for a ride. The wait time should be of a minimum duration; and as noted in Section 2.3 for Reasonable Accommodation.
- E. Animals shall not be left on the patio or balcony unattended.
- F. Food and/or water shall not be left on the patio or balcony unless the animal is present.
- G. The animal may not urinate or defecate on the patio or balcony

## **18 COMMUNITY SERVICE AND SELF-SUFFICIENCY (24 CFR 960.600 – 960.609)**

Community service offers public housing Tenants an opportunity to contribute to the communities that support them.

(Section 512 of the 1998 Act Amending Section 12 of the 1937 Act)

### **18.1 GENERAL: (24 CFR 960.603)**

Service requirement – In order to be eligible for continued occupancy, except for any family member who is an exempt individual, each adult (an adult is a person eighteen (18) years or older) family member must either

- A. contribute eight (8) hours per month of community service (not including political activities) within the community in which the public housing community is located, or
- B. participate in an economic self-sufficiency program unless they are exempt from this requirement or
- C. Perform eight (8) hours per month of combined activities as described in paragraphs (1) and (2)

Family violation of service requirement. The lease shall be renewed automatically for all purposes, unless the family fails to comply with the service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve (12) month lease term, but not for termination of tenancy during the course of the twelve (12) month lease term.



18.2 *EXEMPTIONS:*

The following adult members of Tenant families are exempt from this requirement.

- A. Family members who are sixty-two (62) or older;
- B. Family members who are blind or disabled;
- C. Family members who are the primary care giver for someone who is blind or disabled;
- D. Family members engaged in work activities;
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work and who are in compliance with that program; or,
- F. Family members who are employed at least thirty (30) hours per week at minimum wage, including wages, tips or other compensation.
- G. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program

18.3 *NOTIFICATION OF THE REQUIREMENT (24 CFR 960.605)*

- A. All adult family members who are not exempt from the community service requirement shall be identified by the Housing Authority.
- B. All such family members shall be notified of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.
- C. The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 1999. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

18.4 *VOLUNTEER OPPORTUNITIES*

- A. Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance Tenant self-sufficiency, and/or increase the self-responsibility of the Tenant within the community.
  
- B. An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fair, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).
  
- C. The Hagerstown Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

18.5 *THE PROCESS*

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Hagerstown Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members
  
- B. Provide information about obtaining suitable volunteer positions.
  
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
  
- D. Third-party certification. A family member who is required to fulfill a service requirement must provide signed certification to the Housing Authority by the organization that the family member has performed those qualifying activities.

18.6 *NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT*

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
  
- B. That the determination is subject to the grievance procedure; and
  
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

18.7 *OPPORTUNITY FOR CURE (24 CFR 960.607)*

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to contribute to community service for as many hours as needed to comply with the requirement over the past twelve (12) month period. The cure shall occur over the twelve (12) month period beginning with the date of the agreement and the Tenant shall at the same time stay current with that year's community service requirement. The first hours a Tenant earns goes toward the current commitment until the current year's commitment is fulfilled.

18.8 *COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS*

Tenants who are required to report under the Community Service Requirements must return the "Volunteer Hours Verification" form at the date of their recertification or thirty (30) days prior to the expiration of their lease to the Housing Authority Central Office.

18.9 *COMMUNITY SERVICE – FAMILY SELF-SUFFICIENCY*

Tenants must be current with Community Service hours to participate in the Family Self-Sufficiency Program.

18.10 *UNFULFILLED COMMUNITY SERVICE – APPLICANTS*

Applicants for Public Housing who are in arrears for Community Service hours from a prior tenancy with any housing authority will be required to complete those hours within twelve (12) months of re-admittance.

**19 INSPECTIONS (24 CFR 966.4, 965.601, 902.43, 5.360)**

19.1 *OCCUPANCY INSPECTIONS*

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

19.2 *MAINTENANCE INSPECTIONS*

The Housing Authority will inspect each public housing unit at least annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

19.3     *PREVENTIVE MAINTENANCE INSPECTIONS*

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

19.4     *SPECIAL INSPECTIONS*

Special inspections may be scheduled to enable the Housing Authority, HUD or others to inspect the housing stock maintained by the Housing Authority. These special inspections may include housekeeping, yard and other types of inspections to ensure the Tenant is maintaining the unit in accordance with the lease and other policy standards. (See Section 20.7 Housekeeping Standards)

19.5     *NOTICE OF INSPECTION*

For inspections, defined as maintenance inspections, preventive maintenance inspections, special inspections, and housekeeping inspections, the Housing Authority will give the Tenant at least two (2) days written notice. Maintenance inspection schedules are posted in the Housing Authority's newsletter and that shall be considered the notice to the Tenant.

Occupancy checks will be conducted when a Tenant has received a Notice to Quit (NTQ). The occupancy checks will be used whether to assess if the Tenant has vacated the unit as prescribed in the NTQ.

19.6     *EMERGENCY INSPECTIONS*

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

19.7     *PRE-MOVE-OUT INSPECTIONS*

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

19.8     *MOVE-OUT INSPECTIONS*

The Housing Authority conducts the move-out inspection after the Tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. This inspection becomes the basis for any claims that may be assessed against the security deposit and for court action. If the Tenant has given proper notice to vacate and wishes to be present during the move-out inspection, a written request must be received fifteen (15)

days prior to vacate date. The Housing Authority will notify the Tenant of the date and time of the inspection. Tenant has the right to be present when the Landlord inspects the Premises in order to determine if any damage was done to the Premises, if prior to move-out, the Tenant notifies Landlord by certified mail of the Tenant's intention to move, new address and date of moving. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection.

#### 19.9     *TRANSFER INSPECTIONS*

When a Tenant has been deemed eligible for a transfer, an inspection of the unit shall be scheduled. The Tenant must be present for the inspection. A Tenant must pass a transfer inspection in order to maintain their transfer eligibility.

## **20 PHYSICAL PROPERTY STANDARDS (24 CFR 5.701-5.705, 965.601, 902.20-902.25)**

### 20.1     *BALCONIES AT WALNUT AND POTOMAC TOWERS AND C.W. BROOKS MID-RISE*

Balconies must be kept neat and orderly. The following standards apply:

- A. No rugs, carpets or mats, of any type are permitted.
- B. No grills of any type permitted on balconies of high-rise buildings.
- C. Nothing is to be hung over or attached to the railing, with the exception of approved satellite dishes.
- D. Only furniture designed for outdoor use is permitted. No article may extend higher than 42 inches except potted plants.
- E. Plants are permitted but the container in which they are planted must be placed in a dish to prevent water from dripping off of the balcony.
- F. Containers are to be located to catch water dripping from air conditioners. Empty the container regularly. Do not empty containers over the balcony.
- G. Clothes drying racks are permitted but are limited to a height of forty-two (42) inches.
- H. The balcony is not to be used for storage. Cardboard boxes, plastic bags, and other articles not directly related to outdoor living are not permitted, except a plastic weatherproof storage container (42" maximum height and a neutral color) with tight fitting lid is permitted.
- I. Nothing is to be thrown or dropped from the balcony. Water and sweepings are to be collected in containers and disposed of inside.
- J. High winds can blow items from balconies. Insure items susceptible to wind lift are properly secured.
- K. Wire, cloth netting or lattice is permitted on the inside of railings in the interest of child and pet safety. Installation must be neat and workmanlike. Prior approval of the maintenance department is required.
- L. Items placed on balcony must not interfere with the means of egress.

20.2 *BULK TRASH PICK UP*

No large items to be discarded may be placed on the Housing Authority's or City's property at any time except at such times and under the conditions set forth in directives issued by the Housing Authority or the City for special or bulk trash pickups. Bulk trash set outs at any other time shall be picked up by the Housing Authority and the Tenant's account charged. Bulk trash set outs shall be limited to five (5) items.

20.3 *CLEAN YARD PROGRAM*

Tenants are required to keep both their front and backyard clean, neat and tidy at all times. Requirements include but are not limited to the following:

- A. No litter/debris/cigarette butts regardless of source.
- B. Trash must be kept in proper containers with tight fitting lids.
- C. Household/automotive items are unacceptable.
- D. Weeds must be removed from planting beds.
- E. Graffiti on exterior surfaces is unacceptable and must be removed immediately
- F. Window air conditioners must be safely & properly installed.
- G. Storage sheds must be kept locked.
- H. Play equipment shall be limited to rear yards.
- I. No portable basketball nets are permitted.
- J. Leaves shall be removed.
- K. Yards and patios shall not be used as storage.
- L. Any lawn furniture/equipment must be easily moved to facilitate mowing.
- M. TV/speaker cables on outside walls of units are unacceptable.
- N. Lawn furniture/equipment shall not be of the type or so placed as to cause damage to the lawn or plantings.
- O. Front yards shall be kept free of all lawn furniture when not in use.
- P. Tenants may plant border flowers in front of planting beds and make other minor improvements that do not interfere with mowing. All such improvements must be properly maintained.
- Q. Tents, screen houses, sun shades, canopies and the like are prohibited.

Tenants that have received a citation and continue not to clean their yards will continue to receive citations and will have their yard cleaned by maintenance and shall have their account billed for the time. Citations shall be entered in the Tenant's file. Repeat offenders may be issued a "Notice of Lease Termination."

20.4 *ENERGY CONSERVATION*

- A. The thermostats in all family units are limited to 68 degrees and elderly units to 75 degrees. Tenants shall not tamper with thermostats.
- B. Turn off exhaust fans when not needed.
- C. Keep doors and windows closed in cold weather.
- D. Electric and kerosene heaters are prohibited.
- E. Range and ovens are not to be used as space heaters.

20.5 *TENANT INSTALLED FENCES ARE NOT PERMITTED*

**Tenants are not permitted to install fences.**

20.6 *GARBAGE*

***GARBAGE AT FAMILY UNITS***

Garbage, with the exception of the current day's refuse, shall not be stored inside the unit. All garbage must be in sealed plastic bags in metal or plastic containers with tight fitting lids. All trash containers must be kept in the rear of the unit.

Tenant must comply with City regulations regarding trash pickup schedules and procedures. Noland Tenants shall comply with directives issued by the Housing Authority regarding trash-collecting services.

***GARBAGE AT ELDERLY UNITS***

Place only garbage contained in sealed plastic bags in trash chutes on each floor. Take care not to place smoldering cigarettes, etc. in bags prior to disposal. Use only bags of a size that will fit in the trash chute. Larger items must be taken to the designated area in the lower levels.

20.7 *HOUSEKEEPING STANDARDS*

Tenants are required to maintain their dwelling in a decent, safe and sanitary condition. Tenants not complying with housekeeping standards are placed on Special Housekeeping Inspections. Failure to pass inspections could result in the termination of the Tenant's lease.

Special inspections may be triggered by reports from other agencies or other Housing Authority departments of substandard housekeeping conditions in the unit in an effort to bring it up to Housing Authority standards. The Resident Services Department will work with the Tenant to resolve the problem, and will document any progress or lack thereof through available methods to include, but not limited to, inspection forms, video, photographs, etc. If this protocol is triggered three (3) times within a twelve (12) month period, the Tenant will be considered a habitual offender which will result in issuance of a lease termination notice. The failure to comply with these Housekeeping Standards is considered by Landlord to be substantial breach of a material term of the Lease

The Maintenance Department conducts annual inspections which are documented through Maintenance Inspection Report (MIR). If the MIR triggers a housekeeping inspection for three (3) consecutive years, the Tenant will be considered a habitual offender which will result in issuance of lease termination notice.

Tenants are required to maintain, as a minimum, the following standards:

**A. ALL AREAS**

1. Keep ceiling, walls, and floors, crevices and cracks, and other surfaces clean and free of dirt, food, cobwebs, grease, mildew, fingerprints, holes, and hazards.
2. Do not put wallpaper or borders on your walls.
3. Keep windows, curtains and blinds clean, operable and free of fingerprints and dirt.
4. Keep doors clean and free of fingerprints, grease and dirt.
5. Dispose of trash in proper containers (sealed plastic bags in trashcans with tight fitting lids).
6. Keep all lights operable. Replace burned-out bulbs immediately.
7. Keep furniture, household goods, and lighting clean and free of hazards (inside and out).
8. Keep cabinets, drawers, appliances, furniture, upholstery, curtains, countertops, cracks, crevices and all other surfaces clean and free of food, crumbs, spilled liquids, and dead bugs. Failure to do so will result in infestation.
9. Keep combustible items well clear of furnaces and water heaters.
10. Keep all electrical cords/connections in good safe condition. Do not store flammables such as gasoline in units
11. Keep dryers and dryer vents clear of lint. Dryers must be properly vented.
12. Furniture, bicycles, household items, boxes, clothes, newspapers, magazines and other personal goods beyond what is "normal" and "reasonable" are not permitted in your unit. Your unit is not a storage space.
13. Air conditioners must be properly and safely installed.
14. Keep all walls, fixtures, electrical panels, and closets accessible.
15. Keep smoke detectors operable. Notify Maintenance immediately of malfunctioning smoke detectors.
16. TV cables and speaker wiring or similar wires are not permitted on floors where they create a tripping hazard. Run across tops of doors. Do not install wiring on outside of units.
17. Report all missing, broken or leaking components immediately to maintenance (301-733-6916).
18. Maintain yards per the Housing Authority Clean Yard Program.

**B. THE KITCHEN**

1. Keep your stove and oven clean and free of grease, food, and other spills.
2. Keep refrigerators clean, wiped down, and defrosted, if necessary.
3. Do not store heavy pots and pans underneath your sink.
4. Keep exhaust fan clean and free of grease and food build up.
5. Keep sinks clean and free of grease. **DO NOT PUT FOOD OR GREASE DOWN THE SINK.** Dirty dishes must be washed and put away in a timely manner.
6. Keep countertops clean by wiping down after use and only used for food preparation. Do not put cigarettes on your counter and vanities.

**C. THE BATHROOM**



1. Keep toilet scrubbed clean and keep foreign objects out of the bowl to prevent clogs.
2. Keep shower, sink and tub clean.
3. Dust exhaust fan to prevent build up.
4. Keep medicine cabinets and vanity cabinets clean and orderly.

**D. BASEMENT**

Keep all drains clear and operable.

**E. CLOSETS**

Keep closets clean and orderly.

20.8 *LAUNDRY FACILITIES*

- A. Laundry facilities are not provided in the family communities. Tenants may install washers in their kitchens or basements, where washer hookups are provided.
- B. Dryers are not permitted unless they are properly vented to the exterior. No alterations to the electrical service or wall area are permitted. The Tenant must notify maintenance in writing within five (5) days of installing Tenant owned appliance. Maintenance can/will inspect at our discretion.
- C. Washers and dryers are not permitted in the units at Walnut and Potomac Towers. Tenants are encouraged to use central laundry facilities.

20.9 *LEAF REMOVAL*

Tenant at family units are responsible for picking up leaves within their front, back and side yards (as applicable). See “mowing” for limits of yards. Leaves must be placed in the proper containers and set out curbside in compliance with City standards and schedules. Do not dispose of leaves on public or other property. Burning of leaves is not permitted.

Tenants at Noland Village must set leaves curbside at Noland Drive. Leaves must be in proper containers

If Tenants fail to pick up and properly dispose of leaves by December 15, the Housing Authority may do so and charge the Tenant.

#### 20.10 LOCKOUT SERVICE

Two keys are furnished to the Tenants at time of occupancy. If the Housing Authority must respond to a lockout call, the Tenant must present proof of identity (driver's license, social security number, etc.) to the maintenance mechanic. Any damage and associated costs caused by forced entry will be the responsibility of the Tenant. Tenants have the option of calling a local locksmith to gain entry; usually this is less costly than the Housing Authority's lockout fee. The Housing Authority will respond to all lockout calls in accordance with the Schedule of Tenant Charges.

#### 20.11 MAINTENANCE REPAIRS

Tenants must call the Maintenance Department to notify the Housing Authority of any need for repairs. Early reporting of a problem is essential. The maintenance required due to the normal wear and tear of the property is included in the rent. Tenants are charged for the maintenance costs that are a result of negligence, damage, a failure to fulfill Tenant obligations, and unnecessary visits such as when a Tenant reports that the heating system is not working properly and the service call reveals that the heating system is operating correctly and providing the Tenant with heat in accordance with the levels stipulated in the ACOP under ENERGY CONSERVATION.

#### 20.12 MOWING

- A. Tenants residing in communities where the Housing Authority mows yards are responsible for removing all lawn furniture and equipment from lawns in preparation for mowing at times set forth on the mowing schedule issued by the Housing Authority. Tenants that do not properly prepare their lawns for mowing shall be charged in accordance to the Schedule of Tenant Charges.
- B. Tenants residing in communities where the Housing Authority does not mow yards are responsible for mowing their yards, both front and back, on a regular basis. Lawns shall not exceed four (4) inches in height. Tenants that permit their lawns to exceed the specified height shall have their yards mowed by the Housing Authority and shall be charged in accordance with the Schedule of Tenant Charges.
- C. Front yards extend to the front walk. Rear yards extend to the rear walk, yard fence, perimeter fence, or storage shed, whichever is the greater distance. Scattered Site Tenants are responsible for the entire lawn directly in front and to the rear of their unit; end unit Tenants are responsible for side lawns.
- D. Periodically, lawns may be treated by the Housing Authority's contractor with fertilizer and weed control chemicals. Tenants shall be notified of dates and shall comply with precautions issued by the contractor.

20.13 *PAINT, WALLCOVERINGS, DECALS*

- A. Every five (5) years, paint will be furnished, free of charge, for Tenants to repaint the interior of the unit – subject to inspection and approval of workmanship by the Housing Authority. The Tenant is required to make corrections to the painting if so directed by the Housing Authority.
- B. No paint other than that furnished by the Housing Authority may be used. If other colors are discovered during inspections, Tenants will be directed to repaint at once at their expense.
- C. Wallpaper, contact paper, stenciling and/or decals of any kind are not permitted to be used on the walls, ceilings, cabinets or appliances. Damages caused by the prohibited use of these products and the labor required to remove them will be charged to the Tenant.
- D. Tenants may purchase paint at any time from the Housing Authority.

20.14 *PEST CONTROL PROGRAM*

Extermination service is provided on a regular basis. This service is provided to all units and cannot be refused. Schedules for treatment are posted in the monthly newsletter. Tenants must complete the following preparations prior to the scheduled treatment:

- A. Remove all items from the base cabinet at the kitchen sink and bath vanity.
- B. Clean off countertop in kitchen and bath vanity.
- C. Clean out other areas where infestation has been observed.
- D. Advise the exterminator of any problem areas.
- E. Comply with the Housing Authority's Housekeeping Standards.

If infestation is heavy, the Tenant will be notified by letter that a special treatment will be scheduled. The Tenant must comply with the exterminator's instructions attached to the letter. Tenants will be charged accordingly for treatment of infestations determined to be caused or perpetuated by the Tenant. Tenants may not refuse these treatments. Tenants are encouraged to utilize their own traps and/or sprays, following manufacturer's instructions and precautions.

20.14.1 *BED BUG TREATMENT*

Extermination is provided for bedbugs and effective treatment requires Tenant cooperation in preparing unit for treatment.

- A. Tenants are required by the lease to report infestation

- B. Tenants will be charged an Administrative Fee if they are not properly prepared for a scheduled treatment.
- C. A Notice of Lease Termination may be issued to Tenants that are not prepared a second time.

#### 20.15 *PICTURES AND FIXTURES*

Small and medium sized pictures and mirrors are permitted. Use hangers that won't mar walls. Do not install extra towel racks, shelves, etc. Damage to walls or woodwork (holes, scratches, marks, etc.) will be repaired by the Maintenance Department and Tenants will be charged for these repairs.

Ceiling fans are permitted but must be properly installed by a licensed contractor at the Tenant's expense. A permit must be applied for and obtained from the City prior to installation. Pictures, hangers, and fans must be carefully removed when the unit is vacated and the unit returned to its original condition.

#### 20.16 *PLAY EQUIPMENT*

Play equipment, of limited size, is permitted in family communities and may be located in the rear yards only. Equipment must be portable and be capable of being moved off the lawn area on the rear patio to facilitate periodic mowing. Tenants are responsible for maintaining the equipment, for any damage to the lawns, and for any liabilities resulting in injury from use of such equipment. Trampolines are prohibited.

#### 20.17 *POOLS AND HOSES*

- A. Swimming pools, wading pools and water slides are not permitted.
- B. Hoses are permitted at Scattered Site units only.

#### 20.18 *REPAIRS BY TENANTS*

Any repairs performed by the Tenant are to be made utilizing materials and workmanship acceptable to the Housing Authority. Unsatisfactory work may be replaced by the Housing Authority at the Tenant's expense.

#### 20.19 *SATELLITE DISH TV ANTENNA POLICY*

Tenants choosing to install their own satellite dish must comply with the following standards:

- A. Dishes shall not exceed eighteen (18") inches in diameter.
- B. Dishes shall not be attached to roofs, walls, fences, trees, balconies, concrete slabs or any other part of any building.
- C. Dishes may be only ground mounted at family units. See Maintenance Department for drawings for ground mounting at family units and balcony installations at Potomac and Walnut Towers.
- D. Exposed wiring outside of the building is not permitted. Cables inside the building may not cross aisles of circulation on the floor, but must be carried over the doorways and openings.
- E. Exterior junction box shall be of a non-corrosive, non-staining material such as aluminum or PVC. Interior cover plates at outlet box shall be ivory in color. All work shall be neat and workmanlike.
- F. Container at elderly units shall be exterior heavy duty PVC, exterior plywood (painted or stained) or other pre-approved material appropriate to function intended. Color shall be neutral.
- G. Installation at family units may only be in rear yards. Side yard installation is not permitted. Installation is permitted in front yards only if Tenant furnishes the Housing Authority a written statement (on letterhead) from satellite dish vendor that front yard installation is necessary for reception.
- H. Prior to installation the Tenant must contact the Maintenance Department and schedule a pre-installation on site meeting to establish a location acceptable to the Housing Authority in order to avoid underground utilities and to establish consistency.
- I. Upon completion of the installation the Tenant must schedule, with the Maintenance Department, a post-installation inspection.
- J. All installations must be by a contractor pre-approved by the Housing Authority.
- K. The contractor must attend both the pre-installation and post-installation inspection.
- L. All work is subject to the Housing Authority's approval. Tenants are required to properly maintain the installation and to immediately correct deficiencies noted by the Housing Authority.
- M. Tenants, upon vacating the unit, must remove antennas, mounting and all wiring. All lawns and buildings must be restored to their original condition. Permanently mounted exterior junction boxes, sleeves and interior recessed outlet boxes shall not be removed and shall become the property of the Housing Authority.

- N. The Tenant shall pay, to the Housing Authority, the cost of both pre-installation and post-installation inspections. These costs shall be as listed in the current Schedule of Tenant Charges.
- O. All material and installation costs shall be the responsibility of the Tenant.
- P. Building orientation, trees, and other obstacles shall not be reason to deviate from these standards. Orientation/location of some units may preclude satellite dish installation.
- Q. The Tenant, by installing a dish, shall hold the Housing Authority harmless from all liabilities resulting from damages to, or caused by, the installation of a satellite dish.

#### 20.20 SNOW AND ICE REMOVAL

Tenants at family units are responsible to remove snow and ice from walks, stoops, and steps leading to the unit. Tenants sharing a walk shall clear their half or share the responsibility. If a Tenant fails to remove snow/ice within twenty-four (24) hours, the Housing Authority may do so and charge the Tenant.

#### 20.21 STORAGE STANDARDS

In general, it is the Housing Authority's intent that the leased apartment be utilized in a form and physical manner in which it is intended. That the unit is used primarily as a safe and decent dwelling for Tenant "habitation" (as opposed to a bulk storage area) and that storage of an acceptable and "normal" quantity of items is mainly limited to the properly designated space for such items – e.g. Closets, pantries, exterior storage bins, etc. --- in order to minimize safety hazards associated with fire, tripping, accessibility, etc. It is noted that storage of excessive quantities of refuse and materials (cardboard boxes, paper, etc.) additionally contributes to the presence and infestation of pest insects (roaches, spiders, flies, etc.).

#### **GENERAL FLOOR AREA –**

Miscellaneous "floor storage" of items neatly packaged and arranged so as not to impede normal access throughout, along with egress to or from, the apartment is permitted within acceptable limits as listed herein. Electric panels, appliances and plumbing fixtures must be accessible for use and servicing. Floor storage of items shall not block doorways, window egress, bathroom/closet access or general area of travel.

Miscellaneous "floor storage" is material (i.e.: boxes, bags, hampers, containers, etc.) which is stored outside assigned storage spaces (pantries, closets, storage containers) in other areas normally viewed as living spaces (living rooms, bedrooms, kitchens and bathrooms).

Acceptable miscellaneous floor storage is viewed as material NOT EXCEEDING fifteen percent (15%) of square footage living space, or exceeding three feet in height. (Pantry and closet areas excluded).

## **KITCHEN AREA**

### *COUNTER AREA*

Storage of kitchen utensil and supply items only at the kitchen area, NOT blocking GFCI receptacle outlets. Counters are primarily a workspace.

### *STOVE AREA*

NO storage of combustible materials on the stovetop surface or in close proximity to the stove burners.

### *PANTRY AREA*

Additional storage of miscellaneous items along with food and kitchen items is permitted so long as such storage is neat and contained within the door opening area. Pantry doors, where applicable, must remain operable. Shelving area must be accessible for use.

## **LIVING ROOM**

This area is primary living space, as opposed to storage area. However, minimal storage of miscellaneous items is permitted provided it is placed in a neat manner at appropriate wall areas. See “general floor area” limitation listed above.

## **BEDROOM AREA**

### *CLOTHES CLOSET AREA*

Storage of items is limited to available floor or shelf capacity within the door opening area. Closet doors MUST be operable. All items are to be neatly stacked or placed.

## **BATHROOM AREA**

No storage of items is permitted on the commode or within the bathtub/shower areas, which would limit their intended use and purpose.

## **EXTERIOR BALCONY (Hi-Rise)**

See Section 20.1 Balconies at Walnut and Potomac Towers

## **EXTERIOR PATIOS (Family)**

For aesthetic and safety purposes all patio items not used on a recurring basis should be stored in exterior metal storage sheds if provided. Acceptable storage items at rear yard patio areas include: covered trash receptacles, patio furniture, one barbecue grille and operable lawn equipment. Non acceptable stored items include automobile tires, rusted or inoperable lawn equipment, cardboard and paper material, plastic trash bags, etc.

#### 20.22 TELEVISION/TELEPHONES

- A. Tenants are encouraged to contract with the local cable service. Cabling and outlets may only be installed by the local cable company or their subcontractors and must comply with the Housing Authority's policies.
- B. Tenants must comply with the Satellite Dish TV Antenna Policy, see paragraph 20.19
- C. Tenants are not permitted to tamper with any TV or telephone wiring/cable within their units that is not their property. Tenants may not access attic spaces.
- D. The Tenant must arrange for telephone service. This service is strictly between the Tenant and the telephone company. The Housing Authority does not supply or repair telephone jacks or wiring. Access to mechanical spaces required by the telephone company will be provided by the Housing Authority at no cost, provided twenty-four (24) hours advance notice is given and access is requested during regular business hours. Access shall not be given after hours or on weekends.

#### 20.23 UNIT LANDSCAPING

- A. The Housing Authority will trim and maintain foundation plantings and planting beds. Tenants are not to trim plants.
- B. Tenants may plant flower strips along the front of planting beds. Any supplemental plantings must be properly maintained, watered, weed free, and neat in appearance. Improvements by Tenants may not interfere with mowing operations.
- C. Vegetable gardens are permitted only if the Housing Authority has issued written approval.
- D. Grounds must be returned to their original condition prior to the Tenant vacating the unit.

#### 20.24 VANDALISM TO OCCUPIED UNITS

Tenants are responsible for all damage and vandalism to the unit or Community caused by the Tenant, other members of the household, guests, or visitors.

#### 20.25 WATER

In order to conserve, all Tenants must promptly report any leaks or dripping faucets, hoses or fixtures to the Maintenance Department **301-733-6916**. Insure all faucets are turned completely off when you are not drawing water.

#### 20.26 WATERBEDS

Waterbeds are not permitted in Housing Authority communities due to the potential for leaks and property damage.



### 20.27 AIR CONDITIONERS

Air conditioners furnished by the Tenant at the family communities must be properly installed and secure as determined by the Housing Authority. Panels must be finished to match the color of either the air conditioner or the window frame. Cardboard or unfinished plywood is unacceptable. Units must be compatible with existing electrical outlets.

Walnut Towers and Potomac Towers air conditioners may be installed by the Tenant. Potomac Towers air conditioners must be installed using an air conditioner port specifically designed for this purpose. The cost of the port is the Tenant's responsibility. The Tenant is responsible for a safe installation as determined by the Housing Authority. Tenants should contact the Maintenance Department for advice. Air conditioners must be compatible with existing electrical outlets.

Air conditioners must be removed at the time the Tenant vacates the unit.

Window air conditioner units must be removed during heating season. Tenants will be notified through the newsletter of heating season and the date by which the air conditioner must be removed.

### 20.28 WINDOW GLASS & SCREENS

Repair/replacement of window glass and screens is the Tenant's responsibility. The Maintenance Department will make the repair at the Tenant's expense or the Tenant has the option of having the repair made locally. All new work and materials must match existing.

### 20.29 WINDOW TREATMENT

The Housing Authority does not provide window treatment. In the interest of uniformity of appearance, Tenants in family communities must install window shades, blinds or draperies in all windows in the dwelling unit. They are to be installed in a manner not to damage the window frame. Screws that are provided with the drapery rods and/or shades or blinds should not be substituted with nails or larger screws. It is the Tenant's responsibility to maintain these items in a manner that shall not deface the appearance of the community. Windows must be treated uniformly and maintained in a neat and orderly fashion at all times. White backing (exterior side) is preferred. Upon vacating the unit the window treatment shall be carefully removed.

## 21 OXYGEN USE POLICY

### 21.1 INTRODUCTION

Oxygen can be potentially hazardous if handled improperly. Oxygen accelerates combustion in areas where oxygen is used or stored. In order to ensure the safety of all

Tenants in our Public Housing communities and properties managed by the Housing Authority, the Housing Authority has established regulations regarding the use or presence of oxygen in our units.

### 21.2    *GENERAL POLICY*

- A. Tenants must notify the Housing Authority in writing before the presence of any oxygen tank(s) in or on Housing Authority property.
- B. Oxygen tanks must be secured in a cart or stand designed for such purpose. The cart and/or stand must also be designed to keep the oxygen cylinder upright and protect the main valve from rupture or leakage.
- C. ‘Oxygen in Use’ and ‘No Smoking’ signs must be posted on the exterior doors (unit entrance) and inside the unit and must be clearly visible to those entering the unit.
- D. Oxygen tanks are not to be stored near electric or gas heaters or any open flame. Oxygen users should not go within eight feet of any open flame. Oxygen users are prohibited from smoking while oxygen is in use.
- E. Tenants and guests must comply with all recommendations of their supplier regarding the proper use, storage, and maintenance of oxygen and oxygen tanks in their unit.

## **22 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY (PUB. L 113-4, 127 STAT. 54)**

### 22.1    *PURPOSE AND APPLICABILITY*

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence against Women and Department of Justice Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) (VAWA 2013) and more generally to set forth the Housing Authority’s policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Housing Authority of the Public Housing Program under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to all otherwise eligible individuals and families without regard to actual or perceived sexual orientation, gender identity or marital status who are victims of domestic violence, dating violence, sexual assault, or stalking.

## 22.2 GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by the Housing Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, sexual assault, or stalking;
- D. Creating and maintaining collaborative arrangements between the Housing Authority, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by the Housing Authority; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by the Housing Authority.

## 22.3 OTHER HOUSING AUTHORITY POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to the Housing Authority's Five-Year Public Housing Agency Plan. the Housing Authority's annual public housing agency plan shall also contain information concerning the Housing Authority's activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Housing Authority, the provisions of this Policy shall prevail.

## 22.4 DEFINITIONS

As used in this Policy:

- A. *Affiliated individual.* (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or (2) any individual, Tenant, or lawful occupant living in the household of that individual. Under VAWA 2013, the term "affiliated individual" replaces the term "immediate family member".
- B. *Bifurcate.* To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain Tenants or lawful occupants can be evicted or removed and the remaining Tenants or lawful occupants can continue to reside in the unit under the

same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining Tenants and lawful occupants.

C. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim (as defined in 18 U.S.C. 2266), by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

D. *Dating Violence* – means violence committed by a person—

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a) The length of the relationship.
  - b) The type of relationship.
  - c) The frequency of interaction between the persons involved in the relationship.

E. *Intimate Partner* (18 U.S.C. 2266): Is a spouse or former spouse of the abuser, a person who shares a child in common with the abuser, and a person who cohabits or has cohabited as a spouse with the abuser; or a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, as determined by the length of the relationship, type of relationship, and the frequency of interaction between the persons involved in the relationship; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction in which the injury occurred or where the victim resides.

F. *Stalking* – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person’s individual safety or the safety of others; or
2. Suffer substantial emotional distress.—

G. *Sexual assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

H. *Actual and imminent threat* – means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

I. *Perpetrator* – means person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

## 22.5 *ADMISSIONS AND SCREENING*

*Non-Denial of Assistance.* The Housing Authority 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, including any adverse factors that are a direct result of domestic violence, dating violence, sexual assault, or stalking provided that such person is otherwise qualified for such admission.

## 22.6 *TERMINATION OF TENANCY OR ASSISTANCE*

A. *VAWA Protections.* Under VAWA, public housing Tenants following specific protections, which will be observed by the Housing Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be in good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by the Housing Authority as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the Tenant’s control, and the Tenant or an affiliated individual of the Tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- a) Nothing contained in this paragraph shall limit any otherwise available authority of the Housing Authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the Tenant or a member of the Tenant’s household. However, in taking any such action, the Housing Authority may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault, or stalking than that applied to other Tenants.
- b) Nothing contained in this paragraph shall be construed to limit the Housing Authority from evicting or terminating the assistance any Tenant or lawful applicant if the owner or the Housing Authority, as the case may be, can demonstrate an actual and imminent threat to

other Tenants or to those employed at or providing service to the property, if the Tenant is not evicted or terminated from assistance.

- B. *Lease Bifurcation (Removal of Perpetrator)*. Notwithstanding anything in Federal, State or local law to the contrary, the Housing Authority may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the Tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Housing Authority.

22.7 *VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING*

- A. *Requirement for Verification*. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

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

1. *HUD-approved form – (HUD form 5382)* by providing to the Housing Authority a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the

applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record (24 CFR 5.2007(d)) describing the incident or incidents in question.
- B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Housing Authority, to provide verification, must provide such verification within fourteen (14) business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Director or Designee may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Director or Designee. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## 22.8 *CONFIDENTIALITY*

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) provided to the Housing Authority shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. Requested or consented to by the individual in writing, or
  2. Required for use in a Public Housing eviction proceedings, as permitted in VAWA, or
  3. Otherwise required by applicable law.
- B. *Notification of rights.* All Tenants of public housing programs administered by the Housing Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## 22.9 *EMERGENCY TRANSFER REQUESTS*

A person seeking an emergency transfer for protection under VAWA must verify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. One

way to satisfy this requirement is to fill out and submit to the Housing Authority, HUD Form – 5382 which is located on our website.

## **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **Emergency Transfers**

Hagerstown Housing Authority (HHA) is concerned about the safety of its Tenants, and such concern extends to Tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> HHA allows Tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the Tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of HHA to honor such request for Tenants currently receiving assistance, however, may depend upon a preliminary determination that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HHA has another dwelling unit that is available and is safe to offer the Tenant for temporary or more permanent occupancy.

This plan identifies Tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to Tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HHA is in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the Tenant reasonably believes that there is a threat of imminent harm from further violence if the Tenant remains within the same unit. If the Tenant is a victim of sexual assault, the Tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A Tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



## **Emergency Transfer Request Documentation**

To request an emergency transfer, the Tenant shall notify HHA's management office and submit a written request for a transfer to Hagerstown Housing Authority at 35 W. Baltimore Street, Hagerstown MD 21740. HHA will provide reasonable accommodations to this policy for individuals with disabilities. The Tenant's written request for an emergency transfer should include either:

1. A statement expressing that the Tenant reasonably believes that there is a threat of imminent harm from further violence if the Tenant were to remain in the same dwelling unit assisted under HHA's program; OR
2. A statement that the Tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the Tenant's request for an emergency transfer.

## **Confidentiality**

HHA will keep confidential any information that the Tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the Tenant gives HHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the Tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the Tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about HHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

HHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HHA will, however, act as quickly as possible to move a Tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a Tenant reasonably believes a proposed transfer would not be safe, the Tenant may request a transfer to a different unit. If a unit is available, the transferred Tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the Tenant has been transferred. HHA may be unable to transfer a Tenant to a particular unit if the Tenant has not or cannot establish eligibility for that unit.

If HHA has no safe and available units for which a Tenant who needs an emergency is eligible, HHA will assist the Tenant in identifying other housing providers who may have safe and available units to which the Tenant could move. At the Tenant's request, HHA will also assist Tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the Tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachments:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking and HUD Form 5382.

The Housing Authority will consider Lease bifurcation as provided in 24 CFR 5.2005 in circumstances' involving Domestic Violence, Dating Violence, Sexual Assault, or stalking addressed in 24 CFR Part 5, Subpart L.

### 22.10 *COURT ORDERS/FAMILY BREAK-UP*

*Court orders.* It is the Housing Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Housing Authority. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

### 22.11 *RELATIONSHIPS WITH SERVICE PROVIDERS*

It is the policy of the Housing Authority to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the Housing Authority staff becomes aware that an individual assisted by the Housing Authority is a victim of domestic violence, dating violence, sexual assault, or stalking, the Housing Authority will refer the victim to such providers of shelter or services as appropriate. This Policy does not create any legal obligation requiring the Housing Authority either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

22.12 *NOTIFICATION (24 CFR 5.2005(A))*

In accordance with VAWA 2013, The Housing Authority will provide written notification to Public Housing and Housing Choice Voucher applicants and Tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at the following times;

A. at the time an applicant is denied assistance or admission;

B. at the time the individual is provided assistance or admission under the covered housing program; and

C. at the time that any notification of eviction or notification of termination of rental assistance is issued.

The notification will also include the VAWA Certification Form described in Section 22.7(A) 1 above to be used as verification to the Housing Authority for any resident or applicant claiming protection under the Act.

22.13 *RELATIONSHIP WITH OTHER APPLICABLE LAWS*

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault, or stalking.

22.14 *AMENDMENT*

This policy may be amended from time to time by the Housing Authority as approved by the Housing Authority Board of Commissioners.

**23 TERMINATIONS (24 CFR 966.4, 960.259, 5.514, 5.218, 960.603, 960.607, 960.261)**

23.1 *TERMINATION BY TENANT*

The Tenant may terminate the lease at any time upon submitting a thirty (30) day written notice. If the Tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

23.2 *TERMINATION BY THE LANDLORD*

Landlord may terminate this lease for a serious violation or repeated violations of material terms of the lease, such as failure to make payments due under the lease or to fulfill Tenant obligations, as described in Paragraph G of the lease or elsewhere, or for

other good cause (including, but not limited to the Tenant's failure to accept the Landlord's offer of a properly adopted Lease revision). By way of example but not limitation, either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall be cause for termination of this Lease (A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other Tenants; (B) Any violent or drug-related criminal activity on or off the premises; (C) Any criminal activity that results in a felony conviction of a household member; (D) Hosting person(s) barred from property. The reasons for termination set forth in EXHIBIT D to the Lease Part II also apply.

Landlord may refuse to renew the Lease and terminate the Lease at the end of the twelve (12) month term if there is a failure of family member to comply with community service requirements.

#### Termination of Assistance for Medical Marijuana

The Hagerstown Housing Authority may terminate tenancy of a household if it is determined that:

- 1) Any household member is illegally using a controlled substance, including, but not limited to, marijuana regardless of whether the use is medical or recreational.
- 2) The illegal use or pattern of illegal use of a controlled substance is interfering with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The Hagerstown Housing Authority will make the decision whether to terminate on a case-by-case basis.

### 23.3     *CDS VIOLATIONS/GOOD SAMARITAN LAW*

The State of MD has promulgated laws protecting people seeking help for victims who overdose on drugs or alcohol. That law, known as the "Good Samaritan Act," provides that "a person, who in good faith, seeks, provides, or assists with the provision of medical assistance for a person experiencing a medical emergency after ingesting or using alcohol or drugs shall be immune from criminal prosecution...if the evidence was obtained solely as a result of the person's seeking, providing or assisting with the provision of medical care."

The law also provides immunity from several violations if the evidence against the patient/victim was obtained solely "as a result of another person's seeking medical assistance."

Notwithstanding the fact that persons cannot be criminally prosecuted under these circumstances, activity involving the use of illegal drugs is a violation of the lease for which a Tenant can be evicted.

#### 23.4    *PROHIBITION OF OPEN CONTAINERS (ALCOHOL)*

Alcohol in open containers is prohibited in common areas. A common area is considered anything outside the Tenant's own curtilage; i.e. outside the Tenant's apartment (excluding balconies and patios in the elderly/disabled buildings). In family communities, open alcohol containers are prohibited outside the recognizable boundaries of the Tenant's own yard. Open containers are prohibited on City-owned sidewalks or streets, if they are within a Housing Authority community. An open alcohol container is defined as, but not limited to cups, glasses, open cans or bottles or any other container on which the seal has been broken.

#### 23.5    *USE OF VIDEO/AUDIO RECORDING DEVICES*

The lease seeks to assure that Tenant's right to peaceful enjoyment is not disturbed. Further, that residents have a reasonable expectation of privacy at their residences, especially within apartment buildings. Any person who records audio and/or video of another against their wishes or without their knowledge on the grounds of the Hagerstown Housing Authority is subject to eviction; being designated *persona non grata*; and/or criminal prosecution.

HHA personnel acting in the course of their employment are not subject to this prohibition, and may record activity specific to their work. Also excluded from this prohibition are video-only devices installed in common areas by the Housing Authority.

#### 23.6    *ABANDONMENT POLICY*

Upon the abandonment of the Premises, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Premises. Landlord shall inventory the property of the abandoned Premises prior to removal and shall have the making of the inventory witnessed. The Tenant hereby further appoints Landlord and/or Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days, and, if not claimed by the Tenant within such time, after the Tenant has abandoned the Premises, then Landlord is hereby authorized to donate said property to a charitable institution or otherwise dispose of said property.

#### 23.7    *FORECLOSURE OF RIGHT OF REDEMPTION*

The Housing Authority will request the Court to foreclose the right of redemption on any Tenant against whom the Housing Authority has received three (3) judgments for non-payment of rent in a twelve (12) month period. This means that if the Housing Authority files an action for non-payment within this same twelve (12) month period and later receives a judgment, the Tenant will be evicted as a result of the fourth (4<sup>th</sup>) judgment

### 23.8    *EVICTION SET OUT PROCEDURE*

The Housing representative and the Maintenance Department will meet the court representative at the scheduled eviction set out procedure. The court representative must be present for the Housing Authority to begin the set out. The Tenant may pay the rent up to the time the Housing Authority arrives to do the set out unless the court has ordered No Right of Redemption or the eviction is for breach of lease. If No Right of Redemption or a judgment of possession in a breach of lease action is ordered, the eviction will continue regardless of payment. Housing Authority staff will not wait for money or receipts. If tenant does not have money or a receipt the set out will begin.

All items will be set out, except food, glass, knives, medicines and flammable substances. Tenants may obtain those items within twenty-four (24) hours by contacting the Maintenance Department. Items not claimed will be taken to county landfill following the twenty-four (24) hour period.

Items will be set on the public curb for twenty-four (24) hours, at the discretion of Sheriff Department Representative, after which time, what is remaining will be taken to the County landfill.

### 23.9    *GRIEVANCE PROCEDURES*

#### 23.9.1    *APPLICABILITY (24 CFR 966.51)*

- A. This Grievance Procedure shall be applicable to all individual grievances as defined below between the Tenant and the Housing Authority.
- B. Because of Tenant's right to a hearing under elements of due process in District Court, prior to eviction, the Housing Authority will exclude from its administrative grievance procedure any grievance concerning an eviction or termination of tenancy that involves:
  - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Tenants or employees of the Housing Authority, or
  - 2. Any violent or drug-related criminal activity on or off the premises or
  - 3. Any criminal activity that results in a felony conviction of a household member.
- C. This Grievance Procedure shall not be applicable to disputes between Tenants not involving the Housing Authority or to class grievances.
- D. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Housing Authority Board of Commissioners.

23.9.2      *REQUIREMENTS (24 CFR 966.52)*

- A. This Grievance Procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all Tenant organizations.
- B. Any changes proposed in this Grievance Procedure must provide for at least thirty (30) days' notice to Tenants and Tenant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The Housing Authority shall consider comments submitted before any revisions are made to the Grievance Procedure.

23.9.3      *DEFINITIONS (24 CFR 966.53)*

- A. **Grievance (or Complaint)** shall mean any dispute which a Tenant may have with respect to the Housing Authority's action or failure to act in accordance with the Tenant's lease or Housing Authority policies as set forth in the ACOP which adversely affect the individual Tenant's rights, duties, welfare or status.
- B. **Complainant** shall mean any Tenant whose grievance is presented to the Housing Authority.
- C. **Elements of Due Process** shall mean an eviction action or a termination of tenancy in Court in which the following procedural safeguards are required:
  - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the Tenant to be represented by counsel;
  - 3. Opportunity for the Tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
  - 4. A decision on the merits.
- D. **Hearing Officer** shall be an impartial person appointed by the Housing Authority, other than a person who made or approved the Housing Authority action under review, or a subordinate of that person.
- E. **Resident** shall mean the adult person (or persons) (other than a live-in aide):
  - 1. Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit,
  - 2. Who resides in the unit, and who is the remaining head of household of the Tenant family residing in the dwelling unit.
- F. Tenant organization includes a Tenant management corporation.

23.9.4 *INFORMAL SETTLEMENT OF GRIEVANCE (24 CFR 966.54)*

Any grievance shall be personally presented, either in writing or orally, to the Housing Authority's Central Office at 35 West Baltimore Street, Hagerstown, Maryland, so that an informal conference can be scheduled. The goal of the informal conference is to attempt to resolve the grievance without a formal grievance hearing. The procedures governing the Grievance Hearings (Paragraph VI) do not apply to the informal conferences.

- A. Administrative Grievances are all grievances that relate to non-Maintenance Department issues.
  - 1. Requests for an informal conference to resolve an Administrative Grievances must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Central Office.
  - 2. The last date to request an informal conference will be stated on the Notice of Lease Termination or other Authority notice sent to the Tenant.
  - 3. The Executive Director's designee will conduct informal conferences.
  
- B. Maintenance Grievances are those grievances that arise out of actions or charges from the maintenance operations of the Housing Authority.
  - 1. Requests for an informal conference to resolve a Maintenance Grievance must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Maintenance Department.
  - 2. The last date to request an informal conference will be ten (10) days from the date noted in the lower right hand corner of the work order.
    - a) Within seven (7) days of receipt of the request being forwarded to the Maintenance Department, the Maintenance Department will mail to the Tenant a "Request for Informal Conference Form." This form will note the date that the form was mailed.
    - b) The Tenant must complete the appropriate sections of the form and return the form to the Maintenance Department within ten (10) days of the date noted on the form.
  - 3. The Executive Director's designee will conduct informal conferences.
  
- C. The Informal Conference – the complainant will present the grievance. The complainant and the Hearing Officer will discuss the matter and attempt to resolve the grievance to the satisfaction of both parties.
  
- D. Summary of Informal Conference – The Housing Authority will prepare a summary of the discussions held in the informal conference. The summary will state the names of the participants, the dates of the informal conference, the nature of the proposed disposition or resolution of the complaint and the specific reasons for the decision, and shall specify the procedures for the



complainant to obtain a Grievance Hearing if the complainant is not satisfied by the proposed disposition or resolution of the grievance. One (1) copy of the summary shall be given to the complainant/Tenant and one (1) copy retained in the Housing Authority's Tenant file.

[23.9.5](#)

*PROCEDURE FOR OBTAINING A GRIEVANCE HEARING (24 CFR 966.55)*

- A. Request for Hearing. If the complainant is not satisfied with the results of the informal conference, the complainant shall submit a written request for a grievance hearing to the Housing Authority's Central Office no later than ten (10) days from the date set forth on the summary from the informal conference. The written request shall specify:
  - 1. The reasons for the grievance; and,
  - 2. The action or relief sought.
  
- B. Hearing Officer. Selection of the Hearing Officer shall be made by the Executive Director.
  
- C. Failure to Request a Grievance Hearing. If the complainant does not request a Grievance Hearing as specified in the Grievance Procedure then the Housing Authority's disposition of the grievance at the Informal Conference shall become final. The complainant's failure to request a Grievance Hearing does not waive their right to contest the Housing Authority's disposition of the grievance or the matter which gave rise to the grievance in a judicial proceeding.
  
- D. Hearing Prerequisite. All grievances shall be personally presented either in writing or orally in accordance with the procedures for informal conferences set forth in the Informal Settlement of Grievance section as a prerequisite to a Grievance Hearing., However, if the complainant shows good cause to the Hearing Officer why he or she failed to proceed in accordance with procedures for informal conference, the provisions of this subsection may be waived by the Hearing Officer.
  
- E. Escrow Deposit. Before a Grievance Hearing is scheduled in any grievance involving the amount of rent (including excess utilities and late fees) that the Housing Authority claims is due, the complainant must pay an escrow deposit to the Housing Authority. When the Tenant is required to make an escrow deposit, the amount of the escrow deposit is the amount of the rent (including excess utilities and late fees) the Housing Authority states is due and payable as of the first day of the month preceding the month in which the Tenant or the Tenant's family's act or failure to act took place. After the first escrow deposit, the Tenant or the Tenant's family must deposit the same amount monthly until the Tenant's complaint is resolved by the decision of the Housing Authority. All escrow deposits must be made at the Central Office. The Housing Authority's bank is not authorized to accept escrow deposits.

1. The Housing Authority will waive the requirement for an escrow deposit where required by 24 CFR 5.630 (financial hardship exemption from minimum rent requirement) or 24 CFR 5.615 (effect of welfare benefits reduction in calculation of family income).
  2. If the Housing Authority does not waive the requirement for an escrow deposit, the Tenant's failure to make the escrow deposit will terminate the grievance procedure. The Tenant's failure to make the escrow deposit does not waive the Tenant's right to contest the matter that gave rise to the grievance in a judicial proceeding.
- F. Scheduling of Hearings. If the complainant complies with the requirements of this section the Hearing Officer will promptly schedule a Grievance Hearing. The Hearing Officer will attempt to schedule the Grievance Hearing for a time and place reasonably convenient to both the complainant and the Housing Authority. A written notification, specifying the time, place and procedures governing the hearing shall be sent to the complainant and the appropriate Housing Authority official.

#### 23.9.6

#### *PROCEDURE GOVERNING THE GRIEVANCE HEARING (24 CFR 966.56)*

- A. The hearing shall be conducted by the Hearing Officer.
- B. The Tenant has the right to a fair hearing:
  1. The Housing Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations if so requested, which are in the possession of the Housing Authority. The Tenant shall be allowed to copy any such documents at the Tenant's expense. If the Housing Authority does not make documents available for examination upon request by the Tenant, the Housing Authority may not rely on such documentation at the grievance hearing.
  2. The Tenant has the right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;
  3. The Tenant has the right to a private hearing unless the complainant requests a public hearing;
  4. The Tenant has the right to present evidence and arguments in support of Tenant's complaint, to controvert evidence relied on by the Housing Authority or management, and to confront and cross-examine all witnesses upon whose testimony or information the Housing Authority or management relies; and
  5. The Tenant has a right to a decision based solely and exclusively upon the facts and information presented at the hearing.

- C. The Hearing Officer may render a decision without conducting a hearing if the Hearing Officer determines that a decision was made at a previously held Grievance Hearing.
- D. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing, for a period not to exceed five (5) working days, or may make a determination that the party failing to appear has waived the right to a Grievance Hearing. Both the complainant and the Housing Authority shall be notified of the determination by the Hearing Officer within five (5) days, provided that a determination that the complainant has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must first demonstrate that he or she is entitled to the relief sought. The Housing Authority must then show how the Tenant failed to act in accordance with the terms of the Lease or the Housing Authority's rules, policies or procedures and that the Housing Authority's action is justified.
- F. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding. The Hearing Officer shall require the Housing Authority, the complainant, counsel and other participant spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to maintain order at the hearing may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.
- G. The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. The Housing Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant, which is required in these procedures, must be in an accessible format.

[23.9.7](#)

*DECISION OF THE HEARING OFFICER (24 CFR 966.57)*

- A. The Hearing Officer shall prepare a written decision, together with the reasons for the decision, within ten (10) days after the hearing. A copy of the decision

must be forwarded to the Tenant and the Housing Authority must keep a copy of the decision in the Tenant file. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and made available for inspection by prospective complainants, their representative or the Hearing Officer.

- B. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the Housing Authority's Board of Commissioners determines, within twenty-five (25) working days and promptly notifies the complainant of its determination that:
  - 1. The grievance does not concern Housing Authority action or failure to act regarding the lease or Housing Authority regulations, rules, or policies which adversely affect the Tenant'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 Housing Authority.
  
- C. A decision by the Hearing Officer or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **24 SMOKE-FREE HOUSING POLICY**

### **24.1 INTRODUCTION**

HUD and the Hagerstown Housing Authority are committed to providing healthy and safe living conditions for our residents. As stated in PIH Notice 2009-21 and again in PIH 2012-25 HUD strongly recommends and supports the idea that Housing Authorities implement no-smoking policies in all Public Housing units. To that end, the Hagerstown Housing Authority is implementing a No-Smoking Policy which will be phased in to all communities beginning December 1, 2013.

### **24.2 GENERAL POLICY**

- A. After the effective dates, smoking will not be permitted on Housing Authority property except in areas designated for smoking. Smoking will not be permitted in housing units, common areas, Administration building, community buildings, and playgrounds. The smoking ban applies to all residents, family members, applicants, guests, employees, contractors or other person(s) on Housing Authority property.

- B. The first phase of the No Smoking Policy will be implemented at Walnut and Potomac Towers beginning December 1, 2013. The family communities will be phased in at a later date. Notification to the residents of the effective date in those communities will be published in the newsletter, posted on community bulletin boards and fliers delivered to the individual units.
- C. Smoking will be permitted at designated smoking areas and/or at locations which are a minimum of 25 feet from any building entrance, window or a closed or semi-closed entryway, whether covered, top or side. Also, smoking is prohibited on a handicap ramp leading to a specific entrance regardless of distance to the building.
- D. Periodic smoking cessation classes will be scheduled for residents wishing to participate. Notification of such events will be published in the resident newsletters and/or announced at resident meetings. Participation is not required but is being offered to those Tenants who wish to stop smoking.
- E. Any resident, family member, guest or other person in violation of the No-Smoking Policy will be deemed to be in violation of the material term of the lease and could face eviction.

The C. Williams Brooks Mid-Rise was designated smoke-free from inception and so does not fall under this policy. The Brooks lease already incorporates restrictions that mirror those above.

## GLOSSARY

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

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

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

**Adult:** A household member who is eighteen (18) years or older or who is the head of the household, or spouse, or co-head.

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

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

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

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

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

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

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

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

**Asset Income:** Income received from assets held by family members. If assets total more than Five Thousand Dollars (\$5,000.00), income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

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

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

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

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

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

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

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

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

**Dependent Allowance:** An amount, equal to Four Hundred Eighty Dollars (\$480.00) multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

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

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

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

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

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

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

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

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

**Elderly Family Allowance:** For elderly families, an allowance of Four Hundred Dollars (\$400.00) is deducted from the household's annual income in determining adjusted annual income.

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

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

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

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

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a Tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a Tenant family. (24 CFR 5.403)

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



**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.101 – 984.103)

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at 80% of fair market value for the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually. The flat rents are listed on the Flat Rent Exhibit to the ACOP and subject to change.

**Formula Method:** A means of calculating a family's rent based on ten percent (10%) of their monthly income, thirty percent (30%) of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually but conducts a reexamination of family composition at least annually (24 CFR 960.257).

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603)

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

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

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

**Imputed Income:** For households with net family assets of more than Five Thousand Dollars (\$5,000.00), the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

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

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

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and

- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403); no survivorship right to unit if the person requiring aide vacates the unit for any reason, live-in aide must immediately vacate the unit as well
- D. Existing family member cannot become a live-in aide

**Low-Income Families:** Those families whose incomes do not exceed eighty percent (80%) of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than eighty percent (80%) of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

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

**Minimum Rent:** The lowest amount of rent a Tenant must pay, unless a hardship is identified, verified and approved.

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

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603)

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

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

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

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Premises:** According to 24 CFR 5.100 premises is defined as the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

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

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

**Qualified Training Program:** A local self-sufficiency, job search, or work experience program, designed to prepare the applicant for the job market and has one or more of the following components: provides employment training and supportive services; is authorized by a Federal, State or local law; funded by Federal, State, or local government; operated or administered by a public agency; and has as its objective to assist participants in acquiring employment skills.

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

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

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

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

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

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

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

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

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

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

**Total Tenant Payment (TTP):**

- A. Total Tenant payment for families whose initial lease is effective on or after August 1, 1982:
  1. Total Tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act and Quality Housing and Work Responsibility Act of 1998 which is the higher of:
    - a) Thirty percent (30%) of the family's monthly adjusted income;
    - b) Ten percent (10%) of the family's monthly income; or
    - c) Minimum rent
    - d) If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a) (1) shall be the amount resulting from one application of the percentage.
  2. Total Tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total Tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total Tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

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

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

**Very Low-Income Families:** Low-income families whose incomes do not exceed fifty percent (50%) of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than fifty percent (50%) of the median for the areas on the basis of the Secretary's findings that such variations are necessary

because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

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

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

**Work Activities:** Family members who are employed at least 30 hours per week at minimum wage, including wages, tips or other compensation

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
EIV	Earned Income Verification
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
ICE(U.S.)	Immigration and Customs Enforcements
LIHTC	Low Income Housing Tax Credit
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment