

Public Notice

Proposed Changes to Admissions and Continued Occupancy Plan (ACOP)

The Housing Authority of the Hagerstown Housing Authority (HHA) has reviewed and made changes to its Admissions and Continued Occupancy Plan (ACOP). These policies govern the initial and continued occupancy of residents of our Public Housing Program. The changes made to these policies are to ensure compliance with federal regulations and state and local laws, as well as to allow HHA to adopt or change management practices and policies.

List of Changes:

1. **Rental Security Deposit Policy (Section 13.7)**

Due to the sometimes-limited financial resources of new tenants coupled with rising flat rent ceilings (80% of Fair Market Rent (FMR)), allowing rental security deposits to be paid over a twelve-month period reduces financial barriers experienced by customers with limited funds.

2. **Retroactive Rents) Section 15.3.1)**

Modification of first case and second case retro-rent assessments to span a twelve-month payback period (pending supervisory approval)

3. **Transfer Policy – General (Section 16.1)**

Clarification was provided that any tenant transferring units must pay back any debt owed on prior unit within twelve-month period. If prior debt is not satisfied within the prescribed period, the current lease will be terminated.

Residents of or applicants for Public Housing and any other member of the Public may submit comments on the Proposed Administrative Plan changes during the public comment period. The 30-day comment period begins February 21, 2020 and ends March 24, 2020 (4:30pm). All comments must be received by 4:30pm on March 23, 2020 to be considered and must be in writing. The proposed changes will be posted for review on HHA's website at www.hagerstownha.com as well as at the following locations:

- HHA Administrative Office (35 W Baltimore Street)
 - Elgin Station (40 Elgin Blvd)

Mail comments to: Hagerstown Housing Authority
David Kump: Amended Admissions and Continued Occupancy Plan
35 W Baltimore Street
Hagerstown, MD 21740

Email comments to:

dkump@hagerstownha.com

Subject: Amended Admissions and Continued Occupancy Plan proposed changes

Fax comments to:

301.733.7298

Attention: Admissions and Continued Occupancy Plan proposed changes

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. 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 to exceed twelve (12) months).

In the case of a move within public housing, the security deposit for the first-new unit will be transferred to the second remain the same as the previous 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.

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 (1st) 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 to exceed twelve (12) months). Not more than two (2) thirty (30) day extensions may be approved.~~
- C. ~~In the (2nd) second 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. The Executive Director may consider an extension of time to pay. An extension of time may be approved in thirty (30) day increments (not to exceed twelve (12) months). If there is a (2nd) 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 (3rd) 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

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.

Any debt owed from previous unit must be paid within twelve months of the new lease signing. Any violation of this section will result in termination from the Public Housing Program.