

# **AUBURN HOUSING AUTHORITY**

## **OLYMPIA TERRACE**

### **FEDERAL PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

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## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

### TABLE OF CONTENTS

---

<b>1.0 FAIR HOUSING.....</b>	<b>6</b>
<b>2.0 REASONABLE ACCOMODATION .....</b>	<b>7</b>
2.1 CRITERIA FOR GRANTING THE ACCOMMODATION .....	7
<b>3.0 SERVICES FOR LIMITED ENGLISH PROFICIENT (LEP) APPLICANTS AND RESIDENTS.....</b>	<b>9</b>
<b>4.0 FAMILY OUTREACH.....</b>	<b>9</b>
<b>5.0 RIGHT TO PRIVACY.....</b>	<b>9</b>
<b>6.0 REQUIRED POSTINGS.....</b>	<b>10</b>
<b>7.0 TAKING APPLICATIONS.....</b>	<b>10</b>
<b>8.0 ELIGIBILITY FOR ADMISSION.....</b>	<b>11</b>
8.1 INTRODUCTION.....	11
8.2 ELIGIBILITY CRITERIA.....	11
8.3 SUITABILITY.....	15
8.4 GROUNDS FOR DENIAL.....	16
8.5 INFORMAL REVIEW .....	18
8.6 REINSTATEMENT OF DENIED APPLICATION .....	19
<b>9.0 MANAGING THE WAITING LIST .....</b>	<b>19</b>
9.1 OPENING AND CLOSING THE WAITING LIST .....	19
9.2 ORGANIZATION OF THE WAITING LIST .....	19
9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST .....	20
9.4 PURGING THE WAITING LIST.....	20
9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST .....	20
9.6 MISSED APPOINTMENTS.....	20
9.7 NOTIFICATION OF NEGATIVE ACTIONS.....	21
<b>10.0 TENANT SELECTION AND ASSIGNMENT PLAN .....</b>	<b>21</b>
10.1 PREFERENCES FOR ADMISSION.....	21
10.2 ASSIGNMENT OF BEDROOM SIZES .....	23
10.3 SELECTION FROM THE WAITING LIST .....	24
10.4 DECONCENTRATION POLICY IN PUBLIC HOUSING .....	25
10.5 DECONCENTRATION INCENTIVES IN PUBLIC HOUSING .....	25
10.6 OFFER OF A UNIT .....	25

10.7 REJECTION OF A PUBLIC HOUSING UNIT .....	26
10.8 ACCEPTANCE OF A PUBLIC HOUSING UNIT .....	26
<b>11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME .....</b>	<b>27</b>
11.1 INCOME .....	27
11.2 EXCLUDED ANNUAL INCOME.....	29
11.3 DEDUCTIONS FROM ANNUAL INCOME.....	33
11.4 EARNED INCOME DISREGARD .....	33
<b>12.0 VERIFICATION.....</b>	<b>35</b>
12.1 ACCEPTABLE METHODS OF VERIFICATION.....	35
12.2 LEVELS OF VERIFICATION METHODS.....	36
12.3 TYPES OF VERIFICATION.....	36
12.4 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS.....	41
12.5 VERIFICATION OF SOCIAL SECURITY NUMBERS.....	42
12.6 TIMING OF VERIFICATION .....	43
12.7 FREQUENCY OF OBTAINING VERIFICATION .....	43
12.8 EXCEPTIONS TO THIRD PARTY VERIFICATION REQUIREMENTS .....	43
<b>13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT .....</b>	<b>45</b>
13.1 FAMILY CHOICE .....	45
13.2 THE FORMULA METHOD .....	45
13.3 MINIMUM RENT.....	45
13.4 THE FLAT RENT .....	46
13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE .....	46
13.6 UTILITY ALLOWANCE .....	47
13.7 PAYING RENT .....	48
<b>14.0 COMMUNITY SERVICE.....</b>	<b>48</b>
14.1 GENERAL .....	48
14.2 EXEMPTIONS .....	49
14.3 NOTIFICATION OF THE REQUIREMENT .....	49
14.4 VOLUNTEER OPPORTUNITIES .....	50
14.5 THE PROCESS.....	50
14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT .....	51
14.7 OPPORTUNITY FOR CURE.....	51
<b>15.0 RECERTIFICATIONS .....</b>	<b>51</b>
15.1 GENERAL .....	51
15.2 MISSED APPOINTMENTS .....	52
15.3 FLAT RENTS .....	52
15.4 THE FORMULA METHOD .....	53
15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS .....	53

15.6 INTERIM REEXAMINATIONS .....54

15.7 SPECIAL REEXAMINATIONS .....55

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL  
REEXAMINATIONS ..... 55

**16.0 UNIT TRANSFERS .....56**

16.1 OBJECTIVES OF THE TRANSFER POLICY .....56

16.2 PRIORITIES OF TRANSFERS ..... 56

16.3 DOCUMENTATION.....56

16.4 PROCESSING TRANSFERS.....57

16.5 COST OF THE FAMILY'S MOVE .....57

16.6 TENANTS IN GOOD STANDING.....58

16.7 TRANSFER REQUESTS.....58

16.8 RIGHT OF AUBURN HOUSING AUTHORITY IN TRANSFER POLICY .....58

**17.0 INSPECTIONS.....59**

17.1 MOVE-IN INSPECTIONS.....59

17.2 ANNUAL INSPECTIONS .....59

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS .....59

17.4 SPECIAL INSPECTIONS .....59

17.5 HOUSEKEEPING INSPECTIONS .....59

17.6 NOTICE OF INSPECTION .....59

17.7 EMERGENCY INSPECTIONS .....59

17.8 PRE-MOVE-OUT INSPECTIONS.....60

17.9 MOVE-OUT INSPECTIONS .....60

**18.0 REPAYMENT AGREEMENTS.....60**

18.1 GENERAL REPAYMENT AGREEMENTS.....60

18.2 FRAUD REPAYMENT AGREEMENTS .....60

**19.0 PET POLICY.....60**

19.1 TYPE OF DWELLING UNITS PERMITTING PETS .....60

19.2 TYPE OF PETS AND NUMBER PER UNIT.....61

19.3 REGULATION REQUIREMENTS PRIOR TO ADMISSION .....61

19.4 PET RESPONSIBILITY CARD .....61

19.5 PET SECURITY DEPOSIT .....62

19.6 CAT OWNER REQUIREMENTS.....62

19.7 BIRD OWNER REQUIREMENTS .....63

19.8 FISH OWNER REQUIREMENTS .....63

19.9 GENERAL POLICY FOR AUTHORIZED PETS .....64

19.10 PET REMOVAL.....65

<b>20.0 ASSISTIVE ANIMAL POLICY .....</b>	<b>66</b>
<b>21.0 TERMINATION.....</b>	<b>68</b>
21.1 TERMINATION BY THE TENANT.....	68
21.2 TERMINATION BY THE HOUSING AUTHORITY .....	68
21.3 ABANDONMENT.....	69
21.4 RETURN OF SECURITY DEPOSIT.....	69
21.5 BALANCES OWED TO AUBURN HOUSING AUTHORITY .....	70
21.6 DEATH OF HEAD OF HOUSEHOLD .....	70
<b>22.0 GRIEVANCE PROCEDURS.....</b>	<b>70</b>
22.1 RIGHT TO A HEARING .....	70
22.2 INFORMAL SETTLEMENT OF GRIEVANCES.....	70
22.3 PROCEDURES TO OBTAIN A HEARING .....	71
22.4 PROCEDURES GOVERNING THE HEARING .....	71
22.5 DECISION OF THE HEARING OFFICER/PANEL.....	73
22.6 H.A. EVICTION ACTIONS.....	73
22.6 APPLICABILITY .....	74
<b>23.0 EXCEPTIONS.....</b>	<b>74</b>
<b>24.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY .....</b>	<b>74</b>
24.1 PURPOSE AND APPLICABILITY .....	74
24.2 GOALS AND OBJECTIVES .....	75
24.3 OTHER AHA POLICIES AND PROCEDURES .....	75
24.4 DEFINITIONS .....	75
24.5 ADMISSIONS AND SCREENING .....	77
24.6 TERMINATION OF TENANCY OR ASSISTANCE.....	77
24.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING .....	78
24.8 CONFIDENTIALITY .....	80
24.9 EMERGENCY TRANSFERS .....	81
24.10 RELATIONSHIPS WITH SERVICE PROVIDERS .....	82
24.11 NOTIFICATION AND FORMS.....	82
24.12 RELATIONSHIPS WITH OTHER APPLICABLE LAWS .....	82
24.13 AMENDMENT.....	82
<b>GLOSSARY.....</b>	<b>83</b>
<b>ACRONYMS.....</b>	<b>94</b>
<b>APPENDIX I – INCOME LIMITS AND DECONCENTRATION WORKSHEET .....</b>	<b>95</b>
<b>APPENDIX II – ACOP AMENDMENTS AND/OR REVISIONS STATEMENT.....</b>	<b>96</b>
<b>APPENDIX III – OLYMPIA TERRACE LEASE ADDENDUM NON-SMOKING POLICY .....</b>	<b>97</b>
<b>APPENDIX IV – VAWA EMERGENCY TRANSFER PLAN AND CORRESPONDING HUD FORMS .....</b>	<b>99</b>

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **INTRODUCTION/PURPOSE**

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

The purpose of this document is to explain the policies, rules and procedures of the Auburn Housing Authority (AHA), as they relate to the admission of and continued occupancy of residents in public housing. It will also state the rules and procedures employed to calculate rent. This policy complies with the principles in Section 206 of the Housing and Community Development Amendments of 1979, Section 203 of the Housing and Urban Rural Recovery Act of 1983 and the Quality Housing and Work Responsibility Act of 1998.

It is the policy of the Auburn Housing Authority to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Act in the operation of all low-income public housing under its administration. The Auburn Housing Authority finds it necessary to delineate admission, continued occupancy and rental policies and practices, and set priorities so as to accomplish its commitment to provide decent, safe and sanitary housing to eligible applicants and residents in occupancy. It is pursuant to this goal that the Authority establishes the following criteria pertinent to eligibility for admission to the low-income housing developments under its jurisdiction, as well as rules and regulations for continued occupancy. Notwithstanding the above, changes in applicable federal law or regulations as per 24 CFR Part 900 shall supersede provisions in conflict with this policy.

## **MISSION**

The mission of Auburn Housing Authority is to promote adequate, affordable housing, economic opportunity and a suitable living environment free from discrimination. The Auburn Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.

## **1.0 FAIR HOUSING**

It is the policy of Auburn Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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 Auburn Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, Auburn 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 Auburn Housing Authority office and all applicable Fair Housing Information and Discrimination Complaint Forms will also be made available at the Auburn Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

## **2.0 REASONABLE ACCOMODATION**

People with disabilities may need a reasonable accommodation in order to take full advantage of Auburn Housing Authority's housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines Auburn Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, Auburn Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

### **2.1 CRITERIA FOR GRANTING THE ACCOMMODATION**

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

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

If the disability is apparent or already documented, the answer to this question is

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, Auburn Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. Auburn Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? Auburn Housing Authority's business is housing. If the request would alter the fundamental business that Auburn Housing Authority conducts, that would not be reasonable. For instance, Auburn Housing Authority would deny a request to have Auburn Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, Auburn Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Auburn Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use Auburn Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to Auburn Housing Authority's programs and services, Auburn 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 Auburn Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, Auburn 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, Auburn Housing Authority will generally approve such request if it does not violate codes or affect the structural



integrity of the unit, provided that the tenant agrees to restore the unit at the tenant's expense.

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

### **3.0 SERVICES FOR LIMITED ENGLISH SPEAKING (LEP) APPLICANTS AND RESIDENTS**

Auburn Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist Limited English Proficient (LEP) speaking families.

### **4.0 FAMILY OUTREACH**

Auburn 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, Auburn Housing Authority's web site, Residents Newsletter and by other suitable means.

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

Auburn 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 referrals for the Public Housing Program.

### **5.0 RIGHT TO PRIVACY**

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

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

## 6.0 REQUIRED POSTINGS

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

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

## 7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Programs will be required to complete an application for housing assistance. Applications will be accepted during regular business hours (**Monday – Friday, 8:00 AM – 4:00 PM, except Holidays**) at the main office:

**Auburn Housing Authority  
20 Thornton Avenue  
Auburn, NY 13021**

Applications may be completed in person, downloaded or requested from the AHA website: [www.auburnha.org](http://www.auburnha.org) and will also be mailed upon request.

Applications are taken to compile a waiting list.

Completed applications will be accepted for all applicants and AHA will verify the information.

Completed applications will be date and time stamped upon their return to AHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call Auburn Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available. The TDD telephone number is (315) 255-2752.

Upon receipt of the family's application, Auburn Housing Authority will make a preliminary determination of eligibility. Auburn Housing Authority will notify the family in writing of the date and time of placement on the waiting list. If Auburn Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant must report in writing changes in his/her applicant status including changes in address, family composition, income, or preference factors. Auburn Housing Authority will annotate the applicant's file and will update their place on the waiting list

The final determination of eligibility takes place when the family nears the top of the waiting list. Auburn Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing program. Depending on the length of the waiting list, several eligibility updates may be required before an applicant is housed.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: (1) qualifies as a family, (2) has an income within the income limits, (3) meets citizenship/eligible immigrant criteria, (4) provides documentation of Social Security numbers, and (5) signs all consent authorization documents. In addition to the eligibility criteria, families must also meet Auburn Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

#### **A. Family status**

1. **A family with or without children.** Such as a family is defined as:
  - a. A group of people related by blood, marriage, or adoption that live together in a stable family relationship.

- b. Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.
  - c. Children temporarily absent from the home due to placement in foster care are considered family members.
  - d. 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.
2. An **elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.

5. **A displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant Federal disaster relief laws.
6. **A remaining member of a tenant family.**
7. **A single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. The family income cannot exceed 80 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. 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 Auburn Housing Authority.
4. If Auburn 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.
5. Income limit restrictions do not apply to families transferring within Auburn Housing Authority's Public Housing Program.

C. Citizenship/Eligibility Status

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

1. Family eligibility for assistance:
  - a. 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.

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.5 for calculating rents under the non-citizen rule)
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number. (See Section 12.5 – Verification of Social Security Numbers)

E. Signing Consent Forms

- 1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign all consent forms.
- 2. The consent forms must contain, at a minimum, the following:
  - a. A provision authorizing HUD or Auburn Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) or the Enterprise Income Verification System (EIV), any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or Auburn Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. Financial institutions;
  - d. 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
  - e. A provision authorizing HUD or Auburn Housing Authority to verify with financial institutions information regarding income or assets pertinent to the family's eligibility and level of assistance;
  - f. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the

consent form is signed.

### **8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. Auburn Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Auburn Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
  
- B. Auburn Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. 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;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. History of allowing individuals who are not on the lease to reside in the unit;
  - 6. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 7. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  
- C. Auburn Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease.

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

1. A rental history check of all adult family members, including landlord references and rent payment history
2. A credit check of all family members who are 18 and older;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. Where the individual has lived outside the local area, Auburn Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).
4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
6. A recommendation from a community agency with which AHA has executed a memorandum of understanding regarding the ability of the local agency to recommend an applicant for tenancy.

#### **8.4 GROUND S FOR DENIAL**

Auburn 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 to include Social Security numbers for all family members on application as required by the application process, (See Section 12.5 – Verification of Social Security Numbers);
- C. Have failed to respond to a written appointment, request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. 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;

- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property.
- G. Have a history of disturbing neighbors or destruction of property;
- H. Refused to complete housing application

**The following circumstances will result in *automatic* denial upon verification from applicants or any background source:**

- A. Currently owes rent or other amounts to any federally assisted housing entity in connection with their housing assistance programs;
- B. 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;
- C. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity;
- D. Were evicted from assisted housing within seven years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802;
- E. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Auburn Housing Authority may waive this requirement if:
  - 1. The person demonstrates to Auburn Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully and can provide documentation from an accredited program; or

4. Is participating in a supervised drug or alcohol rehabilitation program.
- F. Have engaged in or threatened abusive or violent behavior towards any Auburn Housing Authority staff or residents;
- G. Have a household member who has been evicted from federally assisted housing within the last five years;
- H. Have a family household member who has been terminated under the certificate or voucher program;
- I. Are under the age of 18, unless so ordered by a court;
- J. **Denied for Life:** If any family member has been convicted of manufacturing or producing any illegal drug in a public housing development or in a Section 8 assisted property;
- K. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

#### 8.5 *INFORMAL REVIEW*

- A. If Auburn Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, Auburn 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. Auburn Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by Auburn 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 Auburn Housing Authority's decision. Auburn Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that Auburn Housing Authority provide for an Informal Hearing after the family has notification of a United States Citizenship and Immigration Services (USCIS) decision on their citizenship status on appeal, or in lieu of request of appeal to the USCIS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the USCIS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the USCIS appeal decision.

## **8.6 REINSTATEMENT OF A DENIED APPLICATION**

An applicant file may be reinstated for good cause (example, AHA error) or as a result of a hearing. Reinstatement must be approved by the Executive Director or his representative. Reinstatements are made effective on the date of such action unless a Housing Authority error has occurred.

## **9.0 MANAGING THE WAITING LIST**

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

Opening of the waiting list will be announced with a public notice stating that applications for public housing program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations as to who may apply. AHA will also contact non-profit organizations to inform them of the opportunity to complete a housing application for any program.

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. The public notice will be published in a local newspaper of general circulation.

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

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, site-based selection, preferences, and then in order of date and time of application; and
- C. Any contacts between Auburn Housing Authority and the applicant will be documented in the applicant file.

### **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When an applicant reaches the top of a waiting list AHA will contact the applicant for eligibility determination screening. Upon approval, the next available unit will be offered. If the applicant is no longer interested in housing, then the applicant is removed from the waiting list. If the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected. If an applicant is willing to accept the unit offered, but is unable to move at the time of the offer, and satisfies AHA with clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship, the applicant will not be dropped to the bottom of the list; the applicant will remain at the top of the waiting list, and AHA will offer the unit to the next family on the list.

Once a unit has been accepted, the family will complete a Tenant Income and Family Composition Report, present Social Security number verification, citizenship and/or eligible immigrant information, and sign the Consent for Release of Information forms and other required AHA documents.

### **9.4 PURGING THE WAITING LIST**

Auburn 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 Auburn Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

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

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

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for appointment, for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.
- D. The applicant cannot be reached by mail at the addresses provided by the applicant.

### **9.6 MISSED APPOINTMENTS**

Auburn Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause. When good

cause exists for missing an appointment, Auburn Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review after being removed from the waiting list.

AHA will not be responsible for the Applicant's failure to receive information or program updates and requests. If an Applicant claims that they did not receive the request for information and/or were not informed of a meeting/interview, or did not receive the letter, AHA staff will review the status of the notification. If the letter was not returned to AHA, AHA staff will assume that the Applicant received the notification, unless the Applicant can prove otherwise. If a notification letter is returned to AHA and the Applicant can provide evidence of residence at the address to which the letter was sent, the Applicant will be reinstated with the date and time of the application in effect at the time of the notification. If the Applicant cannot provide such documented information, the application will be canceled.

### **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by Auburn Housing Authority, in writing, that they have ten (10) calendar 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 timeframe specified. Auburn 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, Auburn 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.

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

### **10.1 PREFERENCES FOR ADMISSION**

#### **A. PREFERENCES**

Auburn Housing Authority will select families based on the following preferences within each bedroom size category:

Local Preferences will be utilized as follows:

- A. Applicants of the City of Auburn, who are families, or elderly or disabled individuals
- B. Applicants of the City of Auburn who are individuals who are not elderly or disabled

- C. Applicants of other communities who are families, or elderly or disabled individuals
- D. Applicants of other communities who are individuals who are not elderly or disabled

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, preference B families will be offered housing before any families in preference C and so on.

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

## B. EXCEPTIONS FOR SPECIAL ADMISSION

If HUD awards Auburn Housing Authority program funding that is targeted for specifically named families, Auburn Housing Authority will admit these families under this procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. Auburn Housing Authority maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- a. A family displaced because of demolition or disposition of a public housing project;
- b. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- c. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;

- d. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- e. Exceptions by Executive Director as found in the section 21.2 of this policy.

### C. TARGETED FUNDING

If HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by code in an automated system.

## 10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will generally be used to determine each family's unit size without overcrowding or over-housing:

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

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

In determining bedroom size, Auburn Housing Authority may 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 share a bedroom.
- B. Children of the opposite sex may share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with adult family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults, may have separate bedrooms. However, the decision as to where the family members sleep will be left up to the family. Once a decision is made, the family will not be allowed to transfer to a larger or smaller unit unless the family composition changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. Auburn Housing Authority will allow the larger size unit if the family provides a verified medical need that requires the family to be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size unit, smaller families may be housed in the larger unit, provided they are aware that they may be requested to transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

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

Auburn Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income



families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### ***10.4 DECONCENTRATION POLICY IN PUBLIC HOUSING***

It is Auburn Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income communities and lower income families into higher income communities. Toward this end, we may 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.

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our communities, the income levels of census tracts in which our communities are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in Appendix 1.

#### ***10.5 DECONCENTRATION INCENTIVES IN PUBLIC HOUSING***

Auburn Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular community.

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

#### ***10.6 OFFER OF A UNIT***

When Auburn Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

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

The family will be offered the opportunity to view the unit and must do so within five (5)

business days of the offer. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, Auburn Housing Authority will annotate the application.

#### ***10.7 REJECTION OF A PUBLIC HOUSING UNIT***

If in making the offer to the family Auburn 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.

If Auburn Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

#### ***10.8 ACCEPTANCE OF A PUBLIC HOUSING UNIT***

The family will be required to sign a lease that will become effective no later than ten (10) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease, the head of household and other adult family members will be required to attend the Lease and Occupancy Orientation. The family will not be housed if they have not attended the orientation. Lease and Occupancy Orientation and Lease signing will be scheduled at a time that is convenient for AHA staff and the family.

The applicant will be provided a copy of the lease, rules and regulations, move-in inspection forms and other required AHA documents. These documents will be explained in detail. The applicant will sign the lease and certifications 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.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and Auburn Housing Authority will retain the original executed lease in the tenant's file.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to **The Total Tenant Payment or \$100.00**, whichever is greater.

In exceptional situations, Auburn Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One half shall always be required in advance, one-fourth with their second rent payment, and one fourth with their third 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. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family at the sole discretion of the manager.

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 and responsible to pay for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, Auburn Housing Authority counts the income of all family members, except the types and sources of income that are specifically excluded as identified in this policy and by law. Once the annual income is determined, Auburn Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### ***11.1 INCOME***

**Annual income means 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 includes, but is not limited to:**

- A. The gross 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 \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- 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 pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- I. The portion of any scholarship assistance available for housing costs will be verified by the AHA with the third party income source and included in the determination of family adjusted income.

## ***11.2 EXCLUDED ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 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. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - 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 \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

- 9 Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a Comparable Federal, State or local law means a program providing employment training and supportive services that meet all of the following conditions:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. 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
15. 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 trust for certain Indian tribes
- e. Payments made under DHHS's Home Assistance Energy Program (HEAP)
- f. Payments received under the Job Training Partnership Act/Workforce Investment Act of 1998
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 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
- p. Additional income exclusions provided by and funded by Auburn Housing Authority
- q. Payments/Benefits received from the Medicare Prescription discount card or the transitional assistance program.



Auburn Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent, with the exception of foster children
- B. \$400 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 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the 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 3% of annual income;
  - 2. That has disability expenses greater than or equal to 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 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

### **11.4 EARNED INCOME DISREGARD (EID)**

For adult family members residing in public housing or assisted by the HCV program, (including PBV's), the Earned Income Disregard (EID) excludes income earned by family members who meet one of the following criteria:

- 1. Families whose income increases as a result of employment of a family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
3. Persons who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

### **CURRENT EID PARTICIPANTS**

For family members that currently benefit from the EID, and/or who become eligible *prior to 1/1/2017*:

#### **Initial Twelve-Month Exclusion**

- Qualified families will receive during the first cumulative 12-month period beginning with date of employment, an exclusion of 100% of any increase of annual income as a result of employment. EID will begin on the first day of the month following the effective date of employment.

#### **Second Twelve Month Phase-In Exclusion**

- Qualified families will receive during the second cumulative 12-month period of time after the expiration of the initial cumulative twelve month period as stated above, an exclusion of 50% of any increase of annual income as a result of employment.

#### **Maximum Four-Year Disallowance**

- The Earned Income Disallowance is limited to a lifetime 48-month period for each family member. Each qualified family member will receive a full 12-month income exclusion and a full 12 month phase-in come exclusion beginning from the date of the initial exclusion.
- The lifetime Disregard will end 48 months after it began, regardless of how many months were “used”.

### **EID PARTICIPANTS QUALIFYING ON OR AFTER 1/1/2017:**

For family members qualifying on or after 1/1/2017, the two (12) month periods of income exclusion are not cumulative over the total 24-month period. EID for these family members is as follows:

- Once a family member is determined to be eligible for the EID, the 24-month period starts;
- If the family member discontinues the employment that initially qualified the family for the EID, the 24-month period continues;
- During the 24-month period, EID benefits are recalculated based on changes to family member income and employment;
- During the first 12-month period, AHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12-month

period, AHA will exclude from annual income of the family 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income);

- The EID benefit is limited to a lifetime 24-month period for the qualifying family member;
- The lifetime Disregard will end 24 months after it began, regardless of how many months were "used". (While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

## **12.0 VERIFICATION**

Auburn 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 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### ***12.1 ACCEPTABLE METHODS OF VERIFICATION***

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the USCIS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. 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 Auburn 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, Auburn Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation may be accepted if Auburn Housing Authority has been unable to obtain third party

verification in a 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, Auburn Housing Authority may accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

The use of lower level verification methods will place a higher burden on AHA to justify its use of that particular verification method rather than a higher level of verification method. AHA may be required to provide documentation for each case.

### ***12.2. LEVELS OF VERIFICATION METHODS***

AHA will begin with the highest level of verification methods. The use of lower level verification methods will place a higher burden on the AHA to justify its use of that particular verification method rather than a higher level of verification methods.

<b>Up-Front Income Verification (UIV/EIV)</b>	<b>Mandatory Third Party Verification</b>	<b>LEVEL 5</b>
<b>Written Third Party</b>	<b>High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)</b>	<b>LEVEL 4</b>
<b>Oral Third Party</b>	<b>Medium (Mandatory if written third party verification is not available)</b>	<b>LEVEL 3</b>
<b>Document Review</b>	<b>Medium-Low (Use on provisional basis)</b>	<b>LEVEL 2</b>
<b>Tenant Declaration</b>	<b>Low (Use as a last resort)</b>	<b>LEVEL 1</b>

### ***12.3 TYPES OF VERIFICATION***

The charts on the following five pages outline the factors that may be verified and give common examples of the verification that will be sought. To obtain written third party verification, Auburn 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**

**General Eligibility Items**

<b>Item to Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-Carried Verification</b>
<b>Social Security Number</b>	<b>Electronic report / letter from SSA</b>	<b>Social Security Card</b>
<b>Citizenship</b>	<b>N/A</b>	<b>Birth Certificate, Passport, Naturalization Certification</b>
<b>Eligible Immigration Status</b>	<b>USCIS SAVE confirmation</b>	<b>Permanent Resident Card, I94, Passport, Visa</b>
<b>Disability</b>	<b>Letter from medical professional, EIV, Disability verification form</b>	<b>Letter form Social Security (SSI/SSD)</b>
<b>Full-Time Student Status (&gt; 18)</b>	<b>FT Student verification form</b>	<b>Letter from school, enrollment forms</b>
<b>Need for Live-in-Aide</b>	<b>Letter from medical professional</b>	<b>N/A</b>
<b>Child Care Costs</b>	<b>Child Care Cost verification form</b>	<b>Letter from provider, receipts</b>
<b>Medical/Disability Expenses</b>	<b>Medical verification forms</b>	<b>Receipts,</b>

Income Type	EIV Mandatory (LEVEL 5)	Written Third Party (LEVEL 4)	Oral Third Party (LEVEL 3)	Document Review (LEVEL 2)	Tenant Declaration (LEVEL 1)
<b>Wages/Salaries</b>	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				

**Verification of Employment Income:** The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

**Effective Date of Employment:** The PHA should always confirm start and termination dates of employment.

Income Type	EIV Mandatory	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<u>(LEVEL 5)</u>	<u>(LEVEL 4)</u>	<u>(LEVEL 3)</u>	<u>(LEVEL 2)</u>	<u>(LEVEL 1)</u>
<b>Self-Employment</b>	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
<b>Verification of Employment Income:</b> Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.					
<b>Social Security Benefits</b>	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</b>	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</b>	The PHA may accept an original SSA Notice from the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly Social Security benefits. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
<b>Welfare Benefits</b>	Use of computer Matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	

Income Type	EIV Mandatory	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
<b>Child Support</b>	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
<b>Unemployment Benefits</b>	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain Unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
	Use of HUD systems, when available.				
<b>Pensions</b>	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.



Income Type	EIV Mandatory	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
<b>Assets</b>	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
<b>Comments</b>	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	<b>Note:</b> The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.
<b>Note:</b> The PHA must not pass verification costs along to the participant.					
<b>Note:</b> In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA’s written policies.)					

**12.4 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

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

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

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

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

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

## ***12.5 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member must provide verification of their Social Security number. 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, Auburn Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, 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 ninety (60) days to provide the verification. If the individual is at least 62 years of age, they will be required to provide a Social Security number. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### ***12.6 TIMING OF VERIFICATION***

Verification information must be dated within one hundred-twenty (120) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, AHA only verifies and updates those elements reported to have changed. However, at its discretion, Auburn Housing Authority will verify and update all information related to family circumstances and level of assistance.

#### ***12.7 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible non-citizen 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 non-citizen status will be verified.

For each family member, verification of Social Security number will be obtained only once.

#### ***12.8 EXCEPTIONS TO THIRD PARTY VERIFICATION REQUIREMENTS***

The Auburn Housing Authority is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, numerous attempts will be made to obtain the required verifications with no luck; the income source may not honor written or oral requests for income information; assets or expenses to be verified may be insignificant in amount; or it may not be cost effective to obtain third party verification of assets and expenses, when the impact on total tenant payment is minimal. In these cases, AHA will review original documents provided by the tenant, and **document in the family file the reason(s) why third party verification was not available.** AHA must also maintain a photocopy of the original document in the family file.

Exceptions to Third Party Verification Summary:

**A. Income**

1. AHA made at least two documented attempts to obtain third party verification, with no luck.
2. The income source does not have the capability to provide written or oral third party verification.

**B. Assets and Expenses**

1. AHA made at least two documented attempts to obtain third party verification, with no luck.
2. The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

AHA will use upfront income verification systems during annual and interim reexaminations. Below is a summary of examples in which third party verification may not be available:

INCOME TYPE	REASON 3 <sup>RD</sup> PARTY VERIFICATION IS NOT AVAILAVLE
Checking/Savings Accounts	Balance is under a specified reasonable threshold (determined by the AHA) and it would not be cost effective to incur bank verification fee and/or use AHA administrative staff time to facilitate 3rd party verification.
Employment	AHA has attempted third party verification (and documented the tenant file) and has not received a response. It would not be reasonable or cost effective to continue seeking 3rd party verification.
Self-Employment Verification	The tenant may do odd jobs such as babysitting, cutting lawns, or running errands for various people Often times, the tenant cannot provide a name and address or telephone number for AHA to confirm this type of income, thus making it impossible for the AHA to obtain 3rd party verification.
Social Security Benefits	Benefit information is not available in HUD’s Enterprise Income Verification (EIV) and the Social Security Administration (SSA) Office does not accept verification requests from AHA. (Examples of why data is not available: invalid SSN in PIC system, newly admitted family into program.)
Unemployment Benefits	AHA does not have a computer matching agreement with the State Wage Information Collection Agency (SWICA) to obtain income verification. SWICA refuses to provide information over the telephone or in writing.
Welfare Benefits	AHA does not have a computer matching agreement with the local welfare office to obtain income verification. Local welfare office refuses to provide information over the telephone or in writing.

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

### **13.1 FAMILY CHOICE**

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

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income; or
- B. 30% of adjusted monthly income. The family will pay the greater of the total tenant payment or the minimum rent of \$50.00.

In the case of a family who has qualified for the income exclusion at Section 11.2(H) (11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

Auburn Housing Authority has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, Auburn Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The lessee may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### ***13.4 THE FLAT RENT***

Auburn Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. Auburn Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be re-evaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

Auburn Housing Authority will post the flat rents main office and are incorporated in this policy upon approval by the Board of Commissioners.

#### ***13.5 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;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status.

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 November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. Auburn 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, Auburn Housing Authority will provide additional search periods up to the maximum time allowable.

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

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

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for Auburn Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.6 UTILITY ALLOWANCE**

Auburn Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be 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, Auburn Housing Authority will review 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 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income based rent (formula) to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to Auburn Housing Authority. Families opting for Flat Rent will not receive a utility allowance. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

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

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's rent change or the next annual reexamination.

Families with high utility costs are encouraged to contact NYSEG for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

### **13.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. Rent can be paid at the following locations or by the following methods:

1. AHA main office, 20 Thornton Ave, during regular business hours;
2. AHA drop box at the main office (24 hrs. a day);
3. By mail

Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment; all payments must be in the form of a check or money order payable to Auburn Housing Authority

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10.00 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10.00 for processing costs along with any additional processing fees levied by the bank. Any resident who has a second (2<sup>nd</sup>) check returned for insufficient funds will no longer be allowed to pay by personal check.

## **14.0 COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must (1) contribute eight hours per month of community service (not including political activities), (2) participate in an economic self-sufficiency program for 8 hours per month, or (3) perform 8 hours per month of combined activities of numbers 1 and 2 listed above. All activities must be approved by the AHA.



## **14.2 EXEMPTIONS**

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

- A. Age 62 years or older.
- B. Blind or disabled (as defined under 216 or 1614 of the Social Security Act 42 U.S.C. 416; 1382) and who certifies that because of this disability they are unable to comply with the service provisions or is primary caretakers of such an individual.
- C. Engaged in work activities as defined in section 407 (d) of the Social Security Act 42 U.S.C. 607 (d), specified below:
  - 1. Unsubsidized employment
  - 2. Subsidized private-sector employment
  - 3. Subsidized public-sector employment
  - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
  - 5. On-the-job-training
  - 6. Job-search and job-readiness assistance
  - 7. Community service programs
  - 8. Vocational educational training (not to exceed 12 months with respect to any individual)
  - 9. Job-skills training directly related to employment
  - 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or an equivalency
  - 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of a general equivalence, in case of a recipient who has not completed secondary school or received such a certificate
  - 12. The provision of childcare services to an individual who is participating in a community service program.
- D. Individuals exempted from work activities by a state program funded under the Social Security Act or by any other state administered welfare program.
- E. Individuals receiving assistance, benefits or services under a State funded program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601) or under any other welfare program AND who have not been found by the state or other administering entity to be in noncompliance with such program.

## **14.3 NOTIFICATION OF THE REQUIREMENT**

Initial notice of the community service requirement will be provided to all applicants at the time of acceptance. Auburn Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

Auburn Housing Authority shall notify all such family members 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. Auburn Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's 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.

#### ***14.4 VOLUNTEER OPPORTUNITIES***

Community service includes performing work or duties for the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

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 fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Auburn Housing Authority will coordinate with social and community service agencies in identifying a list of volunteer community service positions.

#### ***14.5 THE PROCESS***

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, Auburn 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. Thirty (30) days before the family's next lease anniversary date, the complex manager will review whether each applicable adult family member is in compliance with the community service requirement.

#### **14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

Auburn Housing Authority will notify any family non-compliant 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;

#### **14.7 OPPORTUNITY FOR CURE**

Auburn 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) agree to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The manager will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, or falls behind in their obligation under the agreement to perform community service by more than three (8) hours after three (3) months, Auburn Housing Authority shall take action to terminate the lease.

### **15.0 RECERTIFICATIONS**

At least annually, Auburn Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

#### **15.1 GENERAL**

Auburn Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and asking that they contact the office to schedule an appointment to meet with the manager to complete their recertification paperwork. The letter also includes a list of information families need to bring in preparation for the appointment.

During the appointment, Auburn Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and make an appointment, a second letter will be mailed. The second letter will advise of date that the family must contact the office by, to schedule an appointment. The letter will also advise that failure by the family to schedule an appointment to complete the necessary paperwork will result in Auburn Housing Authority terminating the family's lease and tenancy.

### **15.3 FLAT RENTS**

Public Housing residents may choose between a Flat Rent or Income-based Rent (formula method) that is based on family income as detailed in Section 11.0.

#### **A. Development of Flat Rents**

When developing the Flat Rent Schedule AHA will take the following information into consideration:

- Rents of non-assisted units in the Auburn area
- Size of the units compared to non-assisted rental units
- Amenities
- Age, type of unit and condition of the units compared to non-assisted rental units

#### **B. Annual Update of Flat Rents**

The Flat Rent structure shall be reviewed annually and adjusted accordingly using a rent reasonableness study based on the information listed above.

Per PIH Notice 2015-13:

- Flat Rents will be set at no less than 80% of the Fair Market (FMR) and reduced, if necessary, to account for utility costs.
- If a new Flat Rent amount will increase a family's existing rental payment by more than 35%, then the new amount shall be phased in to ensure the family's rent does not increase by more than 35% annually.
- The revised Flat Rents will be applied to new admissions upon the revision's effective date; however, when a current Public Housing resident chooses Flat Rent, their rent shall not be adjusted until the next regular annual reexamination.

### **C. Reexamination of Families Flat Rents**

At reexamination, Auburn Housing Authority will offer the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at **this time**. Families who opt for the flat rent may only be required to go through the income reexamination process every three years. However, such residents are still required to participate in an annual reexamination for any changes in the family composition, to ensure that the unit size is still appropriate and to check compliance with the community service requirement. The manager also has the right to reexamine residents, who pay flat rents, when he/she deems necessary.

Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

#### ***15.4 THE FORMULA METHOD***

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the Authorization & Privacy Act form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, Auburn Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of **\$50.00**.

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

The new rent will generally be effective upon the anniversary date with thirty (30) days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount.

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **15.6 INTERIM REEXAMINATIONS**

Rent set at admission or annual re-examination will remain in effect for the period between regular annual re-examinations unless changes in family circumstances occur.

During an interim reexamination, all information affected by the changes being reported will be reviewed and verified.

Families are required and agree to report the following changes to Auburn Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. Auburn Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

- C. Employment, unemployment or changes in employment of a permanent nature of the family head, spouse, or other wage earner eighteen years of age or older.
- D. The starting or stopping of any benefits or payments received by any member of the family or household from Social Security, Social Security Supplemental Income, Social Security Disability Income, TANF, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans

Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources (except Social Security benefits and Supplemental Security Income) which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and the rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time. Lump sum payments caused by delays in processing periodic payments (i.e., unemployment or welfare assistance benefits) are included as income.

- E. Cost of Living increase in Social Security need not be reported until the next annual re-examination.
- F. Errors of omission made at admission or re-examination will be corrected by the Auburn Housing Authority
- G. A tenant who has an income reduction or increase after initial occupancy or after annual re-examination must report all challenges of income within ten (10) calendar days regardless of the amount or source. No rent increase will occur unless the increase exceeds \$2400.00 annually. (\$200.00 monthly). Reductions will be implemented. (See section 15.8)

Families are not required to, but may at any time, request an interim re-examination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, Auburn Housing Authority will take timely action to process the interim re-examination and recalculate the tenant's rent.

### ***15.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, Auburn Housing Authority may schedule special reexaminations every thirty (60) days until the income stabilizes and an annual income can be determined.

### ***15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

Unless there is a delay in re-examination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

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

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To address medical and health situations.
- C. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- D. To facilitate a relocation when required for modernization or other management purposes.
- E. To facilitate relocation of families with inadequate housing accommodations.
- F. To provide an incentive for families to assist in meeting Auburn Housing Authority's de-concentration goal.
- G. To eliminate vacancy loss and other expense due to unnecessary transfers.
- H. To move a non-handicapped family from handicapped housing.

### **16.2 PRIORITIES OF TRANSFERS**

**Priority 1:** Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

**Priority 2:** Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

**Priority 3:** Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Auburn Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by Auburn Housing Authority when a transfer is the only or best way of solving a serious problem.

### **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.



#### **16.4 PROCESSING TRANSFERS**

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

Upon offer and acceptance of a unit, the family will be given two (2) business days to accept or reject the transfer. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for the period of time they have possession of both. The prorated rent and other charges including any additional security deposit owing must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If a transfer is being made at the request of Auburn Housing Authority, and the family refuses to be transferred to an available unit, Auburn Housing Authority will take action to terminate their tenancy.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include de-concentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

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

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by Auburn Housing Authority has caused the unit to be unsafe or inhabitable.
- C. When Auburn Housing Authority has determined that the unit will be leased or otherwise occupied by a community agency.

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

#### ***16.6 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with Auburn Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### ***16.7 TRANSFER REQUESTS***

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, Auburn Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. Auburn Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

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

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

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

#### ***16.8 RIGHT OF AUBURN HOUSING AUTHORITY IN TRANSFER POLICY***

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

## **17.0 INSPECTIONS**

### ***17.1 MOVE-IN INSPECTIONS***

At its discretion, the Auburn Housing Authority and the head of household may inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### ***17.2 ANNUAL INSPECTIONS***

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

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual 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 other minor servicing that extends the life of the unit and its equipment.

Auburn Housing Authority will also perform routine pest control treatments.

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by Auburn Housing Authority.

### ***17.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of the Housing Quality and Standard Inspection (HQS), or at other times as necessary, Auburn Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, Housing Quality and Standard Inspections and housekeeping inspections Auburn Housing Authority will give the tenant at least two (2) days written notice.

### ***17.7 EMERGENCY INSPECTIONS***

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

### **17.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, Auburn Housing Authority will schedule a pre-move-out inspection upon request by the family. The inspection allows Auburn Housing Authority to help the family 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 family and in enabling Auburn Housing Authority to ready units more quickly for the future occupants.

### **17.9 MOVE-OUT INSPECTIONS**

Auburn Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 REPAYMENT AGREEMENT**

### **18.1 GENERAL REPAYMENT AGREEMENT**

When a resident owes Auburn Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that AHA allow them to enter into a Repayment Agreement. AHA has the sole discretion of whether to accept such an agreement.

### **18.2 FRAUD REPAYMENT AGREEMENT**

When a resident owes Auburn Housing Authority back rent due to documented and acknowledged fraud and is unable to pay the balance owed all at once, the resident may request that AHA allow them to enter into a Repayment Agreement.

All re-payment agreements must assure that the full payment is made not exceed twelve (12) months. In extreme cases, when a resident owes a significant amount due to fraud (only), AHA may allow a longer period of time for repayment. All Repayment Agreements must be in writing and signed by the tenant. Failure to comply (i.e., default) with the Repayment Agreement terms may subject the resident to pay the monies due in full and to eviction procedures.

## **19.0 PET POLICY**

### **19.1 TYPE OF DWELLING UNITS PERMITTING PETS**

Residents of Olympia Terrace (Federal Public Housing) are eligible for pets according to the “Pet Policy.”

- A. Olympia Terrace Apartments NY066 (**NO DOGS WILL BE PERMITTED**)

**Because of the project type and density of population, only birds, fish, and cats will be allowed to reside at Olympia Terrace Apartments.**

***19.2 TYPE OF PETS AND NUMBER PER UNIT***

- A. A common household pet is defined as being a cat, goldfish or tropical fish, canary, parakeet, or lovebird. Examples of animals that are not considered common household for purposes of this policy include: Reptiles, amphibians, insects, simians, and other animals not listed above. No dangerous or intimidating pets will be allowed.
- B. One type of pet to a unit will be permitted, i.e.: one cat, one fish bowl or tank, one cage with no more that two birds.

***19.3 REGULATION REQUIREMENTS PRIOR TO ADMISSION***

- A. All pets must be registered with management before permission is granted. Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current inoculation information, name and address of the pet's veterinarian, plus a signed responsibility cards showing the names, addresses and phone numbers of three (3) persons to call to come get the pet in the event of the tenant's illness, absence, or death. The responsibility card will also state that the named person has agreed to care for such pet and will be signed by such person.
- B. Residents will be refused pet registration if management determines the tenant is unable to fulfill their past or future obligations as a pet owner, are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.
- C. In the event the pet owner is incapacitated or no longer available to care for the pet, the person designated on the registration form must remove the pet. In absence of the designated person's availability, management will place the pet with the local SPCA, animal control agency or other appropriate agency.

***19.4. PET RESPONSIBILITY CARD***

Prior to pet admission, the owner and three (3) local people must fill out and sign a written responsibility form showing name, address and phone number of each person who has agreed to come and get the pet in the event of a tenant's illness, absence or death. The responsibility form must be renewed each year by January 31<sup>st</sup>. Persons so named will be responsible in the order of their names on the responsibility card.

**19.5 PET SECURITY DEPOSIT**

- A. The security deposit of **\$300.00** will be held in deposit as part of the lease. There shall be no pet deposit for pets other than cats. Upon vacancy, this will be refunded minus repairs or damage or necessary fumigation incurred by the pet. Such deposit will be used for services related to fumigation or flea removal as well as other damages.
- B. Residents liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse the project for the amount for the real cost of any and all damages caused by his/ her pet where they exceed the amount of the pet deposit.
- C. All units occupied by a cat will be fumigated upon being vacated, the cost of which will be born by the security deposit. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the pet owner.
- D. The PHA reserves the right to change or increase the required deposit by amendment to these rules.

**19.6 CAT OWNER REQUIREMENTS**

- A. Monthly maintenance charge of \$5.00 is to be paid with the rent by the 1<sup>st</sup> of each month.
- B. Cats may be not less than six (6) months old. No cat can be over eight (8) inches tall at the shoulders and weigh over 20 pounds.
- C. Proof that the cat has been spayed or neutered must be shown before admission approval. All cats must be litter trained before admission.
- D. The cat must wear a collar at all times showing owner's name and address plus a cat flea collar.
- E. Proof must be shown before admission and each year by January 31<sup>st</sup> that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a veterinarian.
- F. Cats must be kept in the resident's apartment. Cats outside of the apartment must be on a leash no longer than four feet in length and under the control of an adult or child at least 12 years of age unless it is in an approved locked pet carrier. Under no circumstances may the pet be leashed/tied outside.
- G. No cat may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, Pet Removal steps will be taken.

- H. In the case that a pet cannot wait and does deposit waste on Auburn Housing Authority property, the pet owner must have a utensil such as a “Pooper Scooper” to use to remove any waste from his pet as soon as it is deposited on Auburn Housing Authority property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.
- I. The flea collar must be changed every three- (3) months, and this will be checked upon unit inspection.
- J. All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in a sealed plastic bag and placed in trash bins. Cat litter shall be changed at least twice a week.
- K. **Cat litter shall not be disposed of by flushing down toilets.** Charges for unclogging toilets or clean-up of common area required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

#### ***19.7 BIRD OWNER REQUIREMENTS***

- A. No monthly maintenance fee unless a problem exists.
- B. No more than (2) birds to a unit will be permitted, canaries, parakeets, or lovebirds only. **No parrots.**
- C. The cage must be no larger than three (3) feet high and two (2) feet wide. Cages must be cleaned daily and debris disposed of in a plastic bag to be placed in trash immediately.
- D. Birds must be healthy and free of disease at all times.
- E. Birds are not permitted to be left alone in an apartment over two (2) days unless arrangements for daily care have been made by the owner.

#### ***19.8 FISH OWNER REQUIREMENTS***

- A. One (1) fish tank only permitted to a unit no bigger than ten (10) gallon size, or one (1) large gold fish bowl no more than one gallon size.
- B. Fish may not be alone in the unit over one (1) week unless arrangements for daily care have been made by the owner.
- C. Pet owner must be aware when cleaning or filling fish tanks that no water damage done to this apartment or apartments under him will be billed to the pet owner and any charges must be paid within 30 days of the incident.

**19.9 GENERAL POLICY FOR AUTHORIZED PETS**

- A. Pets are never permitted in another apartment or the public rooms, i.e.: office, community room.
- B. Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The Auburn Housing Authority must, upon demand, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat to health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.
- C. Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other tenants. Failure to so control pet noise may result in the removal of the pet from the premises.
- D. **AUBURN HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST, VISITOR, OR STAFF MEMBER.**
- E. All resident pet owners shall provide adequate care, nutrition, exercise, and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.
- F. In the event of a tenant's sudden illness the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instruction with respect to such area are provided in advance by the resident to the project office and all care shall be at the resident's expense.
- G. Unwillingness on the part of named caretakers of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.
- H. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.



**19.10 PET REMOVAL**

- A. Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:
1. Creation of a nuisance after proper notification consistent with these Pet Rules. Notice shall be within a forty-eight (48) hour period.
  2. Excessive pet noise or odor with proper notification.
  3. Unruly or dangerous behavior.
  4. Excessive damage to the resident's apartment unit.
  5. Repeated problems with vermin flea infestation.
  6. Failure of the tenant to provide for adequate care of his/her pet.
  7. Leaving a pet unattended for more than 12 hours.
  8. Failure of the tenant to provide adequate appropriate care.
  9. Tenant serious illness and/or death.
  10. Failure to observe any other rule contained in this section and not here listed upon proper notification.
- B. Tenants shall not alter the interior of their unit, patio, or porch to create enclosure for an animal or bird.
- C. Tenants shall not allow pets to be tied, or staked to the outside of the dwelling unit or directly on the grounds of the Authority.
- D. Tenants shall not feed stray or unregistered animals. This shall constitute having pet without permission of the Authority.
- E. Any litigation resulting from actions by pets shall be the sole responsibility of the pet owner. The pet owner agrees to indemnify and hold harmless the PHA from all claims, causes of action, damages or expenses, including attorney's fees resulting from the actions or activities of his or her pet.
- F. THE PHA ACCEPTS NO RESPONSIBILTY FOR THE PET OR ANY EXPENSE AS A RESULT OF THE PET OWNER FAILING TO COMPLY WITH ANY CONDITION OF THIS PET POLICY UNDER ANY CIRCUMSTANCE.**

## **20.0 ASSISTIVE ANIMAL POLICY**

### **A. *ASSISTIVE ANIMALS ARE NOT CONSIDERED PETS***

Assistive animals are used to give assistance to persons with disabilities. Assistive animals are also referred to as service animals, support animals, or therapeutic animals. Tenants or Prospective Tenants with special needs related to a disability may request a reasonable accommodation to own an assistive animal, subject to compliance with the requirements set forth in this Policy.

### **B. *PERMISSION FROM LANDLORD***

A Tenant or Prospective Tenant must obtain permission from the Landlord before keeping an assistive animal on or about the premises. The tenancy of a Tenant who fails to obtain permission from the Landlord before keeping an assistive animal on or about the premises may be terminated. The Tenant must register the animal in accordance with all requirements of the Policy before bringing it into the complex and must comply with terms of the Lease agreement and Policy. Tenants are allowed one assistive animal per unit.

### **C. *PET DEPOSIT***

Tenants with assistive animals are not required to pay a pet deposit for the specified animal; however, the Tenant is liable for any damages caused to the property by such animal.

### **D. *PROHIBITED DOG BREEDS***

The following breeds of dogs are prohibited: Pit Bulls, Dobermans, German Shepherds, Rottweilers and Bull Dogs. The Landlord reserves the right to prohibit other breeds on a case by case basis.

### **E. *NUISANCE ANIMALS***

Any assistive animals that are determined to constitute a nuisance or threat to the health or safety of other persons on or about the premises are prohibited. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching or other such activities.

### **F. *REASONABLE ACCOMMODATION***

The Landlord will only consider a Tenant's or Prospective Tenant's assistive animal as a Reasonable Accommodation if a qualified health professional completes the Landlord's Reasonable Accommodation Verification Form and:

1. Certifies in writing the tenant or a member of his or her family is disabled;
2. Certifies in writing that the animal is needed to assist with the disability and is necessary for the tenant to continue to reside in the unit;
3. Certifies in writing that the requested animal actually assists the disabled person.

Meeting the above requirements does not automatically make an assistive animal permissible. The Landlord reserves the right to deny the request based on any information that is provided.

## G. *PERMISSIONS*

Assistive animal permission may be revoked if the assistive animal becomes destructive, a nuisance or safety hazard to other tenants, or if the Tenant fails to comply with any of the following:

1. Tenant must abide by state and local laws governing pets that include vaccinating, licensing, and restraint, and provide the Landlord with these records annually.
2. Assistive animals will be maintained within the Tenant's unit. When outside of the unit, they must be kept on a leash or carried and under the control of the Tenant or other responsible person at all times. Absolutely no dog chains or "dog run lines" are allowed on the property.
3. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
4. Assistive animals must: be spayed or neutered and Tenant must provide proof of this at move-in; wear a collar at all times showing Tenant's name and address, and wear a flea collar or the Tenant must show evidence that the animal has been treated for fleas.
5. Assistive animals shall not interfere with the delivery of management, maintenance, postal, or utilities. Tenant must agree to crate, gate, remove the animal or be present when the Landlord is expected to enter the unit for repairs or inspections.
6. Assistive animals left unattended for more than 24 hours are subject to removal and transfer to the proper authorities. Cost to remove the animal will be charged to the Tenant and shall be considered additional rent.
7. Tenant is responsible for the immediate removal from the property of all waste deposited by their animal by placing it in a sealed plastic bag and disposing it in the dumpster. If waste is not removed, the Tenant will be charged \$20.00 every time the Landlord's staff has to remove it. This charge shall be considered additional rent.
8. Tenant shall take adequate precautions to eliminate any odors within their unit and maintain their unit in a clean and sanitary condition at all times. The Landlord may inspect quarterly to ensure that the unit is being maintained in good condition.
9. Tenant is responsible for all damages caused by their assistive animals. Service charges as a result of such damage will be imposed on the Tenant at the time the damages occur, or are identified by the Landlord, and shall be considered additional rent.
10. Tenant shall be responsible for adequate care, nutrition, exercise and medical attention of their assistive animal.

## H. *VIOLATIONS*

Tenants who violate this Policy are subject to being required to correct the violation or remove the animal within fifteen (15) days-notice by the Landlord, unless the assistive animal creates an immediate threat to health and safety of the general public, in which case the assistive animal must be removed immediately. If the Tenant fails to correct the violation or remove the animal within fifteen (15) days, the Landlord will begin the process of eviction for lease violations.

## I. *AMMENDMENTS*

The Landlord reserves the right to at any time amend the assistive animal ownership policy.

### **21.0 TERMINATION**

#### ***21.1 TERMINATION BY THE TENANT***

The tenant may terminate the lease at any time after the initial year, by submitting a 1 calendar month written notice. If the tenant vacates prior to the end of the month, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

#### ***21.2 TERMINATION BY THE HOUSING AUTHORITY***

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, Social Security numbers, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity or drug-related criminal activity on or off the premises (even in the absence of conviction or arrest). This includes but is not limited to the manufacture of methamphetamine on the premises of Auburn Housing Authority.

- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of AHA;
- M. Auburn Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- N. Failure to comply with Community Service Requirements;
- O. Threatens a AHA employee or another resident; and
- P. Other good cause.

### **21.3 ABANDONMENT**

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

When a unit has been abandoned, an Auburn Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place for no more than thirty (30) days. A notice will be mailed to the resident stating where the property is being stored and when it will be sold or disposed of. If the AHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded.

Any money raised by the sale of the property goes to cover money owed by the family to Auburn Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over (i.e., security deposit) and the family's forwarding address is known Auburn Housing Authority will mail it to the family. If the family's address is not known, Auburn Housing Authority will keep it for one year. If it is not claimed within that time, it belongs to Auburn Housing Authority.

### **21.4 RETURN OF SECURITY DEPOSIT**

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

Auburn Housing Authority will pay interest on security deposits.

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

### **21.5 *BALANCES OWED AUBURN HOUSING AUTHORITY***

If a resident leaves with a balance owed Auburn Housing Authority and it is not paid in full after several attempts to recoup the monies owed, a judgment will be filed.

### **21.6 *DEATH OF HEAD OF HOUSEHOLD***

When notified of a deceased tenant or when the Deceased Tenant Report identifies a tenant, the AHA will be required to take the following actions:

- A.** Conduct a home visit to determine if anyone is residing in the unit.

If there are unauthorized persons (including a live-in aide) in the unit of a deceased single member household, AHA will pursue judicial intervention to have them lawfully removed from the unit.

## **22.0 GRIEVANCE PROCEDURES**

### **22.1 *RIGHT TO A HEARING***

The Grievance Procedures of Auburn Housing Authority shall be applicable to all individual grievances between the Tenant and PHA.

The term "Grievance" shall mean any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA Regulations which adversely affect the individual tenant's rights, duties, welfare or status.

### **22.2 *INFORMAL SETTLEMENT OF GRIEVANCES***

Grievances shall be promptly and personally presented, either orally or in writing, to the PHA office or the project office in which the complainant resides in so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time. One copy shall be given to the complainant and one retained in the complainant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the complainant is not satisfied.

### **22.3 PROCEDURES TO OBTAIN A HEARING**

- (A) *Request for hearing.* The complainant shall submit a written request for a hearing to the PHA or the project office within ten (10) days after the receipt of the summary of discussion. The written request shall specify:
  - (1) The reasons for the grievance; and
  - (2) The action or relief sought.
- (B) *Selection of Hearing Panel.* The hearing panel shall consist of three (3) members of the Board of Commissioners.
- (C) *Failure to Request a Hearing.* If the complainant does not request a hearing, the PHA's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.
- (D) *Hearing Prerequisite.* All grievances shall be personally presented pursuant to the informal procedure prescribed in Section 22.2, as a pre-condition to a hearing under this section; provided, that if the complainant shall show good cause why there was failure to proceed in accordance with Section 22.2, the provisions of this subsection may be waived by the hearing panel.
- (E) *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due, the complainant shall pay PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.
- (F) *Scheduling of hearings.* Upon the complainant's compliance with this Section, a hearing will be scheduled by the hearing officer or hearing panel promptly for a time reasonably convenient to both the complainant and the PHA. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

### **22.4 PROCEDURES GOVERNING THE HEARING**

- (A) The hearing shall be held before a hearing officer or hearing panel, as appropriate.
- (B) The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - (1) The opportunity to examine before the hearing and (at the expense of the complainant) to copy all documents, records and regulations of the PHA, that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the PHA at the hearing;

- (2) The right to be represented by counsel or other person chosen as the Complainant's representative;
  - (3) The right to a private hearing unless the complainant requests a public hearing;
  - (4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information PHA or project management relies; and
  - (5) A decision based solely and exclusively upon the facts presented at the hearing.
- (C) The hearing officer or hearing panel may render a decision without proceedings with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
- (D) If the complainant fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the PHA shall be notified of the determination by the hearing officer or the hearing panel; provided that a determination that the complainant has waived his right to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.
- (E) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden directed.
- (F) The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rule of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the order of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of disorderly party and granting or denial of the relief sought, as appropriate.
- (G) The complainant or the PHA 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.



**22.5 DECISION OF THE HEARING OFFICER/PANEL**

- (A)
  - (1) The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA.
  - (2) The PHA shall retain a copy of the decision in the complainant's folder.
  - (3) A copy of such decision, (with all names and identifying references deleted), shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer or hearing panel.
- (B) The decision of the hearing officer or hearing panel shall be binding on PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
  - (1) The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status; or;
  - (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.
- (C) A decision by the hearing officer, hearing panel or Board of Commissioners in favor of the PHA 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 whatsoever, 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.

**22.6 H.A. EVICTION ACTIONS**

If a tenant has requested a hearing on a complaint involving a PHA notice of termination of the tenancy, and the hearing officer or hearing panel upholds the PHA's action to terminate the tenancy:

- (a) The PHA shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant
- (b) In no event shall the notice to vacate be issued prior to the decision to of the hearing officer or hearing panel having been mailed or delivered to the complainant.

- (c) Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination whichever is later, appropriate action will be brought against him and he or she may be required to pay court costs and attorney fees.

## **22.7 APPLICABILITY**

- (a) The foregoing Grievance Procedure shall be applicable to all individual grievances as defined in the opening sections hereto between the tenant and the PHA; Provide, that in those jurisdictions which require that a tenant be given a hearing in court containing the elements of due process prior to eviction, the PHA may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or PHA employees.
- (b) These Grievances Procedures shall not be applicable to disputes between tenants not involving the PHA or to class grievances. The grievance procedure is not intended as forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners.

## **23.0 EXCEPTIONS**

Exceptions to the admission's policy or procedure will only be made by Auburn Housing Authority's Executive Director. His/her judgment will be based upon relative evidence, produced by the applicant, that adherence to a certain policy or procedure would result in an emergency or hardship either to the applicant and/or a member of the family. Such exceptions shall not be related to race, color, sex, religion, national or ethnic origin, familial status, sexual orientation, or disability. The applicant file will be documented accordingly.

## **24.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **24.1 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 2005 (Pub. L. 109-162), Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4) and VAWA Final Rule, published in the Federal Register on November 16, 2016, (81 Fed Reg. 80724), more generally to set forth AHA'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 AHA of all Federal and State Public Housing, Section 8 Housing Choice Voucher (HCV) Program (including the Project-Based Voucher (PBV) program, Low Income Housing Tax Credit (LIHTC) and HOME programs under the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*) Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

## 24.2 GOALS AND OBJECTIVES

This policy has the following principle 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 AHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence; dating violence, sexual assault or stalking;
- D. Creating and maintaining collaborative arrangements between AHA, 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 AHA; 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 AHA.

## 24.3 OTHER AHA POLICIES AND PROCEDURES

This policy shall be referenced in and attached to AHA's Annual Public Housing Plan.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of AHA, the provisions of this policy shall prevail.

## 24.4 DEFINITIONS

As used in the policy:

- A. **Actual and imminent threat** refers to 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.
- B. **Affiliated Individual** – means, with respect to a victim –
  - (1) a spouse, parent, brother, sister, or child of that individual, or an individual to whom the individual stands in loco parentis; or
  - (2) any other individual, tenant or lawful occupant living in the unit.

- C. ***Bifurcate*** means 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.
- D. ***Covered housing provider*** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.
- E. ***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:
    - (i) The length of the relationship
    - (ii) The type of relationship
    - (iii) The frequency of interaction between the persons involved in the relationship
- F. ***Domestic Violence*** – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by (a) a current or former spouse of the victim, (b) by a person with whom the victim shares a child in common, (c) by a person who is cohabiting with or has cohabited with the victim as a spouse, 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 (e) by any other person against an adult or youth who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
- The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the
- G. ***Sexual Assault*** – means any nonconsensual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- H. ***Stalking*** – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- (1) Fear the Person’s individual safety or the safety of others; or
  - (2) Suffer substantial emotional distress

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

#### **24.5 ADMISSIONS AND SCREENING**

- A. **Non-Denial of Assistance.** AHA will not deny admissions to Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME program to any person because that person is or has been a victim of, provided that such person is otherwise qualified for such admission. AHA realizes and will also take into account that the presence of adverse factors such as, poor credit history, poor rental history or failure to pay rent, may be direct results of domestic violence, dating violence, sexual assault or stalking.

#### **24.6 TERMINATION OF TENANCY OR ASSISTANCE**

- A. **VAWA Protections.** Under VAWA, public housing persons assisted under federal and state public housing, Section 8 HVC and PBV, LIHTC and HOME programs have the following specific protections, which will be observed by AHA:
  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 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 AHA 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 immediate family member 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 otherwise available authority of AHA’s or a Section 8 owner or manager 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, neither AHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of AHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager, or AHA, 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. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph 24.6.A.2 or Federal, State or local law to the contrary, AHA or a Section 8 owner or manager, as the case may be, 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 or 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. In removing the sole eligible tenant from the household, AHA must provide the remaining tenant with an opportunity to establish eligibility. If not, AHA must provide reasonable time to allow the remaining tenant to find new housing. 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 AHA.

#### **24.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE SEXUAL ASSAULT OR STALKING**

- A. *Requirement for Verification.* The law allows, but does not require, AHA or a Section 8 Owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph 24.7.C, AHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by AHA. Section 8 owners or managers receiving rental assistance administered by AHA may elect to require verification, or not to require it as permitted under applicable law.

Verifications 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* – by providing to AHA or to the requesting Section 8 owner or manager a written certification, on a HUD-5382 form – *Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation.*

The 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-5382 form and the completed certification must include the name of the perpetrator, but only if the name is safe to provide and known to the victim.

2. *Other documentation* – by providing to AHA or to the requesting Section 8 owner or manager, a record of an administrative agency or documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a mental health professional 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 applicable definition(s).
  3. *Police or court record* – by providing to AHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
  4. *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 AHA's program; OR
  5. *A statement* - that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
- B. *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 AHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after the receipt of the request for verification. During the 14-business day period and any granted waiver, no adverse actions, such as eviction or termination, can be taken against the individual requesting VAWA protection. Failure to provide verification, in proper form within such time may result in loss of protection under VAWA and this policy against a proposed adverse action.

- C. *Waiver of verification requirement.* The Executive Director of AHA, 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 Executive Director, owner or manager. 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.

## 24.8 **CONFIDENTIALITY**

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to an employee or representative of/for AHA or owner in connection with a verification required under section 24.7 of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence 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 federal or state public housing, LIHTC or HOME program eviction proceeding or in connection with termination of Section 8 HCV participant, as permitted in VAWA, or
  3. otherwise required by applicable law
- B. *Notification of right.* All tenants of federal or state public housing, LIHTC or HOME programs and tenants participating in the Section 8 HCV and PBV programs administered or managed by AHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.
- C. *Communicating with the Victim.* When communicating with an applicant, participant, or tenant who has requested VAWA protections, AHA will take precautions to avoid inadvertent disclosure of confidential information to another individual or entity in violation of 24 CFR 5.2007(c). Unless given permission from the victim to do so, AHA will not leave messages that contain confidential information or refer to VAWA, the VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking (e.g., asking the victim to come to the AHA office to pick up the form HUD-5382) on the victim's voicemail system or with other individuals, including members of the victim's household. Leaving a voicemail requesting that the victim contact AHA or owner without referencing VAWA, VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking, is not prohibited.



AHA will not to send mail regarding the domestic violence, dating violence, sexual assault, or stalking (e.g., a written request to complete form HUD-5382, or written extension of the 14-business day timeframe to respond to the PHA's request for documentation) to the victim's address if the perpetrator may have access to the victim's mail (e.g. the perpetrator is the co-head of household).

AHA will comply with all nondiscrimination and civil rights statutes and requirements in implementing their policies. This includes, providing reasonable accommodations to permit individuals to follow or access any rules, policies, practices, or services, such as modifying a policy requiring that the victim come into the office to pick up the certification form to instead deliver the form to the victim. This also includes ensuring effective communication with persons with disabilities, e.g., providing sign language interpreters for persons who are deaf, accessible documents and assistance filling out forms for persons who are blind or have low vision, and providing language assistance for persons with limited English proficiency.

#### **24.9 EMERGENCY TRANSFERS**

- A. Emergency Transfers are transfers that are needed to ensure the health and/or safety of one or more family members. Emergency Transfers take precedence over new admissions and all other transfers and are contingent upon the availability of the appropriately sized and located unit.
- B. A tenant receiving rental assistance from all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs will not be denied a transfer to another unit or portability transfer located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements for the rental assistance or housing program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. Owners of assisted housing or HCV (including project-based vouchers (PBV)) properties that are not PHA's or considered "PHA-Owned" are not the covered housing provider under this provision, and therefore, are not required to adopt an Emergency Transfer Plan. If an owner receives a request for an emergency transfer, the owner is encouraged to explain to the victim that the PHA is the covered housing provider for this activity, and that the PHA should be contacted directly.
- C. AHA has will provide tenants or program participants requesting an emergency transfer with a copy of the Auburn Housing Authority Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking modified from Form HUD-5381, which explains the emergency transfer process, including eligibility for an emergency transfer, documentation needed to request an

emergency transfer, confidentiality protections and a description of how an emergency transfer may occur. AHA will also provide an Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking Form HUD-5383 to be completed.

- D. AHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. If an internal transfer to a safe unit is not immediately available, the PHA will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs. The PHA has adopted an emergency transfer plan.

#### **24.10 RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of AHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If AHA staff becomes aware that an individual assisted by AHA is a victim of domestic violence, dating violence, sexual assault or stalking, AHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring AHA 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.

#### **24.11 NOTIFICATION AND FORMS**

AHA shall provide notice to, applicants, tenants, program participants and Section 8 owners and managers concerning the rights and obligations created under VAWA Final Rule relating to assistance, confidentiality, denial of assistance and termination of tenancy. Notifications will include (but limited to) forms: *Notice of Occupancy Rights*, form HUD-5380, *Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, form HUD-5381, *Certifications of Domestic Violence, Sexual Assault, or Stalking, and Alternative Documentation*, form HUD-5382 and *Emergency Transfer Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, form HUD-5383.

#### **24.12 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.

#### **24.13 AMENDMENT**

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

**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)

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, based on: length of relationship; type of relationship; frequency of interaction between the persons.

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

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

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

one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year and do not have to run consecutively. When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

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

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

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

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

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

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

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

**Disallowance:** Exclusion from annual income.

**Domestic Violence:** Felony or misdemeanor crimes of violence committed by: current or former spouse of the victim, or person similarly situated to a spouse of the victim; person with whom victim shares a child in common; person who cohabits with or has cohabited with victim; or any other person.

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

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

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

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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

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

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

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

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

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

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

**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(d))

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

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members 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 \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Independent Student:** A student that is 24 years old by December 31 of the award year for which aid is sought; an orphan or ward of the court through the age of 18; a veteran of the U.S. Armed Forces; has legal dependents other than a spouse (for example, dependent children or parent); a graduate or professional student; or married.

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

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

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

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

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 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(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

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

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD 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(d))

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

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

**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.

**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 CFR5.520)

**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)

**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.)

**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)

**Stalking:** To follow, pursue, place under surveillance, or repeatedly commit acts with intent to kill, injure, harass, or intimidate. To place a person in reasonable fear of death, serious bodily injury, or emotional harm to that person, their immediate family member(s), or spouse or intimate partner.

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

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

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

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where 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(d))

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

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  - 1 Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or

- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) 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 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 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)

**Veteran:** A person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

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

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

**Working Family:** Families whose head of household or spouse are bona fide employed for a period of ninety (90) days. For the purpose of the site-based waiting list, the head of household or spouse are bona fide employed for a period of one (1) year.

**ACRONYMS**

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
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
USCIS	United States Citizenship and Immigration Services
VAWA	Violence Against Women Act

**Appendix I**

**Income Limits and Deconcentration Worksheet**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very Poor Families</b>	<b>% Occupied by Very Poor Families</b>

**%Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

## **Appendix II**

### **ACOP Amendments and/or Revisions Statement**

AHA reserves the right to amend and revise this ACOP from time-to-time in its effort to ensure compliance with changing program regulations and PHA policies and to preserve the integrity of the ACOP. Any policy changes shall be in the form of formally adopted amendments and/or full revisions by the Board of Commissioners. In either case, AHA will allow for a 30-day comment period that gives residents and applicants an opportunity to review the proposed policy changes and provide oral and written feedback to AHA, prior to the adoption of any policy amendments and/or revisions to the ACOP. Feedback from the comment period will be presented the Board of Commissioners for review. Revising this ACOP may also require an amendment to the PHA Plan.



## Appendix III

### OLYMPIA TERRACE LEASE ADDENDUM NON-SMOKING POLICY

Revised March 1, 2017

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This attachment states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Attachment shall give each party all the rights contained herein, as well as the rights in the Lease.

#### A. Purpose of No-Smoking Policy

The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

#### B. Definition of Smoking

The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipes, water pipes (also known as hookas) or other tobacco product or similar lighted product in any manner or in any form.

#### C. Smoke-Free Complex

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in or within 25 feet of any of the common areas such as buildings, entranceways, stairwells, patios, decks, playgrounds, laundry rooms, office, and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

#### D. Tenant to Promote No-Smoking Policy and Alert Landlord of Violations

Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources inside the Tenant's building.

#### E. Landlord to Promote No-Smoking Policy

Landlord shall post no-smoking signs in conspicuous places on the grounds of the apartment complex.

#### F. Landlord Not a Guarantor of Smoke-Free Environment

Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the interior of dwelling units and buildings as smoke-free, do not make the Landlord or

any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the dwelling units in the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**G. Other Tenants are Third-Party Beneficiaries of Tenant’s Agreement**

Tenant agrees that other Tenants at the complex are third-party beneficiaries of Tenant’s smoke-free agreement with Landlord (in layman’s terms, this means that Tenant’s commitments in the Addendum are made to the other Tenants as well as to Landlord). A Tenant may sue another Tenant for an injunction to prohibit smoking inside a dwelling unit or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

**H. Effect of Breach and Rights to Terminate Lease**

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and may be grounds for termination of the Lease by the Landlord.

**I. Disclaimer by Landlord**

Tenant acknowledges that Landlord’s adoption of a smoke-free living environment, and the efforts to designate the dwelling units and buildings within the rental complex as smoke-free does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and dwelling units designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building or Tenant’s dwelling unit will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the dwelling units or buildings or community building will be free from secondhand smoke. Tenant acknowledges that Landlord’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

I understand and agree to the terms and conditions of the Non-Smoking Policy.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

## APPENDIX IV

### **Auburn Housing Authority Admissions & Continued Occupancy Policy Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

#### **Emergency Transfers**

Auburn Housing Authority (AHA) 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), AHA 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. Tenants are able to request a VAWA emergency transfer regardless of sex, gender identity, or sexual orientation. Tenants must provide certification showing that they are a victim of domestic violence, dating violence, sexual assault, or stalking in order for AHA to make a determination regarding a request for a emergency transfer. AHA's determination may also depend on whether there is another dwelling unit that is available and is safe to offer to the tenant.

This plan includes information on eligibility for a VAWA emergency transfer, the VAWA transfer request and unit offer process and VAWA victim safety and confidentiality. Guidance on VAWA tenant rights and VAWA certification requirements is contained in the VAWA Notice of Occupancy Rights and related transfer request forms.

#### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides certification of same 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 in their current unit. If the tenant is a victim of sexual assault, the tenant may be eligible for a VAWA emergency transfer if the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in their current unit or if the sexual assault occurred on the premises within the 90-calendar-day period preceding the tenant's request for a VAWA emergency transfer. Tenants who are not in good standing may still request a VAWA emergency transfer if they meet the VAWA emergency transfer eligibility requirements.

#### **Emergency Transfer Request Documentation**

To request a VAWA emergency transfer, the tenant shall:

- Complete and submit to AHA a VAWA Emergency **Transfer Request Form HUD-5383, Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.**

The tenant must also provide certification that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking by submitting:

- **Optional Form HUD-5382** *Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation*. The incident or incidents in question must be described in reasonable detail as required in the HUD-5382 form and the completed certification must include the name of the perpetrator, but only if the name is safe to provide and known to the victim.
- **Other documentation** – documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a mental health professional 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, OR
- **Police or court record** – a local police or court record describing the incident or incidents in question, OR
- **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 AHA's program; OR
- **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.

AHA will provide reasonable accommodations for individuals with disabilities

### **Emergency Transfer Timing and Availability**

AHA cannot guarantee that a VAWA emergency transfer request will be approved or how long it will take to process a VAWA emergency transfer request. AHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, subject to AHA's transfer policies and the availability of a safe unit.

If a tenant reasonably believes that a proposed transfer would not be safe, the tenant may request a transfer to a different unit. The tenant will be required to provide a good cause (realistic, practical and/or sensible) for refusing the unit and documentation supporting their good cause reason for refusing the unit.

If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the new unit. AHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If AHA has no safe and available units to offer a tenant who needs a VAWA emergency transfer, AHA may refer the tenant to other housing providers. At the tenant's request, AHA will also assist the tenant in contacting local organizations that offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**Public Housing Priorities of Transfer**

Transfers made pursuant to VAWA are considered emergency transfers. Tenants in AHA's Public Housing program who request and are approved for a VAWA emergency transfer will be processed for the transfer in accordance with AHA's priorities of transfers as established in AHA's ACOP Section 16.2.

**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 the local domestic violence shelter/program: Cayuga/Seneca Community Action Agency's 24-hour hotline at 1-315-255-6221 for assistance in creating a safety plan.

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, visit the online hotline at <https://ohl.rainn.org/online/>, or contact the local Sexual Assault Victims Advocate Resource (SAVAR) 24-hour hotline at 1-315-252-2112.

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> or the local domestic violence shelter/program: Cayuga/Seneca Community Action Agency's 24-hour hotline at 1-315-255-6221 for assistance in creating a safety plan.

**Confidentiality**

AHA will keep confidential any information that the tenant submits in connection with requesting VAWA protections, including keeping confidential the location of the tenant's new unit, 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. AHA may disclose information related to a tenant's request for VAWA protections if the tenant gives AHA 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 housing program.

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development  
OMB Approval No. 2577-0286  
Expires 06/30/2017

**Auburn Housing Authority (AHA)**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> Despite the name of this law, VAWA protection is available 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.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

AHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If AHA chooses to remove the abuser or perpetrator, AHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, AHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, AHA must follow Federal, State, and local eviction procedures. In order to divide a lease, AHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, AHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, AHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.**

If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

AHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. AHA's emergency transfer plan provides further information on emergency transfers, and AHA must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

AHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from AHA must be in writing, and AHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. AHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to AHA as documentation. It is your choice which of the following to submit if AHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by AHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that AHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, AHA does not have to provide you with the protections contained in this notice.



If AHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), AHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, AHA does not have to provide you with the protections contained in this notice.

### **Confidentiality**

AHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

AHA must not allow any individual administering assistance or other services on behalf of AHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

AHA must not enter your information into any shared database or disclose your information to any other entity or individual. AHA, however, may disclose the information provided if:

- You give written permission to AHA to release the information on a time limited basis.
- AHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires AHA or your landlord to release the information.

VAWA does not limit AHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, AHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if AHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If AHA can demonstrate the above, AHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with:

**U.S. Department of Housing and Urban Development (HUD)****Buffalo Field Office****Lafayette Court****465 Main Street, 2nd Floor****Buffalo, NY 14203****Phone: (716) 551-5755****For Additional Information**

You may view a copy of HUD's final VAWA rule at [www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs](http://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs).

Additionally, AHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **AHA at (315) 253-6249** or **HUD at (716) 551-5755**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221**.

For 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> or

Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221 and/or the Auburn Police Department at (315) 253-3231.

For help regarding sexual assault, you may contact: **Sexual Assault Victims Advocate Resource (SAVAR) emergency hotline at (315) 252-2112** or **Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221**. Victims of stalking seeking help may contact **Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221** and/or the **Auburn Police Department at (315) 253-3231**.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget and control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING****U.S. Department of Housing  
and Urban Development**OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5383  
(12/2016)

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

\_\_\_\_\_  
\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

\_\_\_\_\_  
This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_