**HADCO Admissions and Continued Occupancy Policy (ACOP)**

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The purpose of the Admissions and Continued Occupancy Policy (ACOP) is to establish polices for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. As well as meeting the needs of the residents.

HADCO is responsible for complying with all changes in HUD regulation pertaining to these programs. If such changes conflict with this ACOP, HUD regulations will have precedence. HADCO will revise this ACOP as needed to comply with changes, in HUD regulations. All significant changes or amendments that can impact and or cause financial hardship to the resident or HADCO must be made available to the public for a 45 day comment period. Any changes must be approved by the Board of Commissioner of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

# I. Nondiscrimination

**Complying with Civil Rights Laws**

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of HADCO to comply with all Civil Rights laws, including but not limited to:

* *Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;*
* *Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;*
* *Executive Order 11063,*
* *Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;*
* *The Age Discrimination Act of 1975, which establishes certain rights of the elderly*
* *Title II of the Americans with Disabilities Act of 1990 (ADA) requires that HADCO provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to HADCO’s housing units.*
* *Any applicable State laws or local ordinances, and*
* *Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.*

HADCO shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under HADCO’s jurisdiction covered by the Public Housing Annual Contributions Contract with HUD.

HADCO shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

1. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to the applicants need;
2. Provide anyone housing that is different (of lower quality) from that provided to others;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone’s access to any benefit enjoyed by others in connection with the housing program;
5. Treat anyone differently in determining eligibility or other requirements for admission;
6. Deny anyone access to the same level of services; or
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

HADCO shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

HADCO will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of HADCO’s housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:

(a) HADCO **must**, upon request by an applicant or resident with a disability,

• make structural modifications to its housing and non-housing facilities and

• make reasonable accommodations in its procedures or practices **unless** such

 structural modifications or reasonable accommodations

• would result in an undue financial and administrative burden on the

 Authority, or

• would result in a fundamental alteration in the nature of the program

(b) In making structural modifications to "Existing Housing Programs” or in

 carrying out "Other Alterations" for otherwise qualified persons with

 disabilities, HADCO **may**, but is not require to:

• Make each of its existing facilities accessible; or

• make structural alterations when other methods can be demonstrated to achieve

 the same effect;

• Make structural alterations that require the removal or altering of a load

 bearing structural member;

• Provide an elevator in any multifamily housing project solely for the purpose

 of locating accessible units above or below the grade level;

(c) When HADCO is making "Substantial Alterations" to an existing housing

 facility HADCO **may**, but is not required to:

• Provide an elevator in any multifamily housing project solely for the purpose

 of locating accessible units above or below the grade level;

• Make structural alterations that require the removal or altering of a load

 bearing structural member; or

• Make structural alterations to meet minimum accessibility requirements where

 it is structurally impracticable to do so.

HADCO will not permit these policies to be subverted to do personal or political favors. HADCO will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list**.**

**Making Programs and Facilities Accessible to People with Disabilities**

Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that HADCO has such facilities) will be usable by residents with a full range of disabilities. To the extent that HADCO offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test. Documents used by applicants and residents will be accessible for those with vision or hearing impairments**.** Also, all documents will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

HADCO will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, HADCO staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant’s ability to read or understand.

When HADCO has initial contact with the applicant, HADCO staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by HADCO; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications. In addition, HADCO’s obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual’s right to have a friend, relative or advocate accompany him/her for purposes of conducting business with HADCO.

Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. HADCO will pay the costs associated with having a foreign language interpreter.

At a minimum, HADCO will prepare information to be used by applicants and residents in plain-language accessible formats.

# Services for Limited English Speaking Person(s)

HADCO will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

# Family Outreach

HADCO 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.

# 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.

# Required Postings

In each of its offices, HADCO will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. Fair Housing Poster

B Equal Opportunity for Employment Poster for employees

C. A notice public documents are available upon request

D. Any board agenda’s or board notifications of meetings or cancellations, etc. These postings will be posted as soon as the notification becomes available.

HADCO will provide (but not limited to) at the person(s) request the following items for review;

A. Statement of Policies and Procedures governing Admission and Continued Occupancy

B. 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

C. Income Limits for Admission

D. Utility Allowance Schedule

E. Current Schedule of Routine Maintenance Charges

F. Dwelling Lease

G. Grievance Procedure

H. Any current HADCO Notices

Copies of requested public documents will be provided at the person(s) request at $0.25 per copy. Exceptions will be made in case of a hearing, where the copies of requested documentation will be provided at no charge.

**Conflict of Interest**

Neither HADCO nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

* + - 1. Any present or former member or officer of HADCO;
			2. Any employee of HADCO, or any contractor, subcontractor or agent of HADCO, who formulates policy or who influences decisions with respect to the programs;
			3. Any public official member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
			4. Any member of the Congress of the Unites States.
			5. Any member of the classes above must disclose their interest or prospective interest to HADCO and HUD.
			6. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

**Solicitation or Acceptance of Gifts**

Acceptance of other tips or gratitude’s for work rendered, doing business with, or for organizations or participants of HADCO is expressly forbidden

**Violation of Conflict of Interest**

Disciplinary remedies for violations of HADCO’s code of conduct will be processed in accordance with HADCO’s Personnel Policy.

**Violence Against Women and Department of Justice Reauthorization Act of 2005**

Definitions

 HADCO will use the applicable definitions set forth in Public Law 109-162 Section 3 “Universal

 Definitions and Grant Provisions”.

 Purpose

HADCO will not deny admission to any applicant or terminate assistance to any participant on the basis the applicant/participant is or has been the victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission. HADCO will follow all guidelines set forth in in the Violence against Women and Department of Justice Reauthorization Act of 2005.

 Verification

HADCO will require an individual to certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the Public Law 109-162, Section 607 “Amendments to the Public Housing Program”. The Individual shall provide the requested verification within fourteen business days after HADCO’s request for such certification. HADCO may extend the fourteen-day deadline at its discretion. HADCO may choose to provide benefits to an individual based solely on the individual’s statement or other corroborated evidence.

 Confidentiality

HADCO shall retain all information provided to HADCO regarding any domestic violence in confidence. No information will be provided to any individual or agency without a written consent from the victim.

 Notification

 HADCO will inform all applicants and participants of their rights under this subsection.

**II. Eligibility for Admission and Processing of Applications**

#### Affirmative Marketing

HADCO will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. HADCO will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

Marketing and informational materials will:

(a) Comply with Fair Housing Act requirements on wording, logo, size, type, etc.;

(b) Describe the housing units, application process, waiting list and preference structure accurately;

(c) Use clear and easy to understand terms and more than strictly English-language print media;

(d) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;

(e) Make clear who is eligible: low income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and

(f) Be clear about HADCO's responsibility to provide reasonable accommodations to people with disabilities.

## Deconcentration Policy (CFR 903.7)

It is HADCO’s policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. To achieve deconcentration HADCO will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

**Qualifying for Admission**

It is HADCO’s policy to admit **only** qualified applicants.

An applicant is qualified if he or she meets all of the following criteria:

1. Is a family, as defined in CFR 5.100;
2. Can enter into a contract for the necessities of a dwelling unit and for utility services per ORS 109.697.

(b) Meets HUD requirements on citizenship or immigration status;

(c) Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in HADCO offices.

(d) Provides documentation of Social Security numbers for all family members and

(e) Meets the Applicant Selection Criteria in Section II of these policies, including completing a HADCO-approved pre-occupancy orientation session if requested.

### Establishing and Maintaining the Waiting List

It is the policy of HADCO to administer its waiting list as required by HUD's regulations.

Opening and Closing Waiting Lists

(a) For any unit size or type, if HADCO’s waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, HADCO may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling.

(b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of HADCO to house applicants in twelve to eighteen months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.

(c) When the waiting list is closed, HADCO will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

Determining if the Waiting List may be closed

HADCO will use its **Procedure on Opening and Closing the Waiting List** to determine whether the waiting list(s) should be closed.

Updating the Waiting List

(a) Once each year HADCO will update each waiting list sub list by contacting all applicants in writing. If, after two attempts in writing, no response is received, HADCO will withdraw the name of an applicant from the waiting list. At the time of initial intake, HADCO will advise families they must notify HADCO when their circumstances, mailing address or phone numbers change.

(b) HADCO will remove an applicant’s name from the waiting list only in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

Changes in Preference Status While on the Waiting List

(a) Situations of some families who did not qualify for a local or ranking preference when they applied may change so they are qualified for a preference. The family should contact HADCO so their status may be recertified or reverified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.

(b) If HADCO determines the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

### Processing Applications for Admission (CFR 960.202)

HADCO will accept and process applications in accordance with applicable HUD Regulations and HADCO’s **Procedure on Taking Applications and Initial Processing**. HADCO will assume the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted by mail and asked to complete a detailed application to determine final eligibility. Applicant will be given 14 days to contact HADCO to complete the application process. Applicants who fail to request, pick up, or complete the application process will have their applications withdrawn, subject to reasonable cause or reasonable accommodations for people with disabilities.

1. The following items will be verified according to HADCO’s **Procedure on**

 **Verification,** to determine qualification for admission to HADCO’s

housing:

Family composition and type (Elderly/Disabled/near elderly /non-elderly);

Annual Income;

Assets and Asset Income;

Deductions from Income;

Preferences;

Social Security Numbers of all Family Members;

Applicant Screening Information; and

Citizenship or eligible immigration status.

(b) Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, HADCO may also use (1) phone verifications with the results recorded in the file, dated, and signed by HADCO staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**. Citizens are permitted to certify to their status.

Applicants reporting minimum or zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. Applicants with exempt income will not be required to complete minimum zero income statements.

HADCO’s applications for admission to public housing shall indicate for each application the date and time of receipt; applicant’s race and ethnicity; determination by HADCO as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

**The Preference System (CFR 960.202)**

Local Preference

There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:

• **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);

• **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

Method of Applying Preferences

To ensure HADCO admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, HADCO will rank applicants within both income tiers, in order. Four out of every ten applicants admitted will be from Tier I. Within each of the ranking preference categories, offers will be made by oldest application.

Administration of the Preferences

(a) Depending on the time an applicant may have to remain on the waiting list, HADCO will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Preference verifications shall be no more than 120 days old at the time of certification.

(b) HADCO may use a pre-application to obtain the family’s certification that it qualifies for a preference. The family will be advised to notify HADCO of any change that may affect their ability to qualify for a preference.

(c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.

(d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the Non-preference category, and to a lower position on the waiting list based on date and time of application.

Notice and Opportunity for a Review

If an applicant claims but does not qualify for a preference, the applicant can request an informal review:

(a) HADCO will provide a notice an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant may meet with HADCO’s designee to review the determination.

(b) If the applicant requests the review, HADCO will designate someone to conduct the review. This can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person chosen by HADCO. A written summary of this meeting shall be made and retained in the applicant’s file.

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to HADCO’s decision to deny the preference.

**Screening Applicants for Admission (CFR 960.205)**

All applicants shall be screened in accordance with HUD’s regulations and sound management practices. During screening, HADCO will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

(a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

(b) to care for and avoid damaging the unit and common areas;

(c) to use facilities and equipment in a reasonable way;

(d) to create no health, or safety hazards, and to report maintenance needs;

(e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

(g) to comply with necessary and reasonable rules and program requirements of HUD and HADCO.

How HADCO will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with HADCO’s **Procedure on Applicant Screening**. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by HADCO.

(b) The history of applicant conduct and behavior must demonstrate the applicant family

 can reasonably be expected **not to**:

(i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;

(ii) Adversely affect the physical environment or financial stability of the project;

(iii) Violate the terms and conditions of the lease;

(iv) Require services from HADCO staff that would alter the fundamental nature of HADCO’s program.

(c) HADCO will conduct a detailed interview of all applicants using the completed full application as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.

(d) HADCO will complete a rental history check on all applicants.

(e) Payment of funds owed to HADCO or any other housing authority is part of the screening evaluation. HADCO will reject an applicant for unpaid balances owed HADCO or other subsidized housing programs by the applicant or for any program that HADCO operates.

(f) HADCO will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before HADCO rejects an applicant on the basis of criminal history, HADCO must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

(g) If any screening activity suggests an applicant household member may be currently engaged in illegal use of drugs, HADCO may seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

Housekeeping criteria to be checked shall include, but not be limited to:

1.Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);

2.Cleanliness in each room; and

3.General care of appliances, fixtures, windows, doors and cabinets.

 Other HADCO lease compliance criteria will also be checked, such as:

 1.Evidence of destruction of property;

 2.Unauthorized occupants;

 3.Evidence of criminal activity; and

4.Conditions inconsistent with application information.

All applicants shall have at least two days advance written notice of Home Visits.

(h) All applicants are required to complete HADCO’s Pre-Occupancy Orientation.

(i) HADCO’s examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members:

• Past performance in meeting financial obligations, especially rent and utility bills.

• Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.

• History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

**-** HADCO may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;

- HADCO may, if a statute requires that HADCO prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.

• A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

• An applicant’s ability and willingness to comply with the terms of HADCO’s lease.

(j) HADCO is **required** to reject the applications of certain applicants for criminal activity or drug abuse by household members:

• HADCO shall deny the application of any applicant for three years from the date of an eviction with good rental history, without good rental history the applicant will be denied for five years from the date of the eviction, if any household member has been evicted from any federally assisted housing for drug-related criminal activity the applicant will be denied for five years from the eviction. However, HADCO may admit the household if the HADCO determines that:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HADCO, or

- The circumstances leading to the eviction no longer exist (for example, the

criminal household member has died or is imprisoned).

• HADCO is required to reject the application of a household if HADCO determines that:

- Any household member is currently engaging in illegal use of a drug; or

- HADCO has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or

- Any household member has ever been convicted of manufacture or production of methamphetamine on any premises; or

- Any member of the household is subject to a registration requirement under a State sex offender registration program; or

- Any member of the household’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

(k) An applicant’s intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

(l) Applicants must be able to demonstrate the ability and willingness to comply with the terms of HADCO’s lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by HADCO.

Screening applicants who claim mitigating circumstances

(a) If negative information is received about an applicant, HADCO shall consider the time, nature, and extent of the applicant’s conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

(b) Mitigating circumstances are facts relating to the applicant’s negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant’s prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

(c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, HADCO shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. HADCO shall also have the right to request further information to verify the mitigating circumstance. Inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person

with disabilities, to verify a reasonable accommodation.

(d) Examples of mitigating circumstances might include:

1. Evidence of successful rehabilitation;

2. Evidence of the applicant family’s participation in social service or other

 appropriate counseling service; or

3. Evidence of successful and sustained modification of previous disqualifying

 behavior.

(e) Consideration of mitigating circumstances does not guarantee the applicant will qualify for admission. HADCO will consider such circumstances in light of:

1. the applicant’s ability to verify the mitigating circumstances and prospects for improved future

 behavior;

2. the applicant’s overall performance with respect to all the screening requirements; and

3. the nature and seriousness of any criminal activity, especially drug related criminal activity that

 appears in the applicant’s record.

Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

1. Eligibility of the applicant as a family;

2. Eligibility of the applicant with respect to income limits for admission;

3. Eligibility of the applicant with respect to citizenship or eligible immigration status;

4. Unit size required for and selected by the family;

5. Preference category (if any) to which the family is entitled; and

6. Qualification of the applicant with respect to the Selection Criteria.

(b) Qualified families will be notified by HADCO of the approximate date of admission and approximate waiting period. The date stated by HADCO is an estimate and does not guarantee that applicants can expect to be housed by that date.

(c) Unqualified applicants will be promptly notified by a Notice of Rejection from HADCO, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Review for Rejected Applicants)**. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

(d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria, will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

**Occupancy Guidelines**

Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

##### Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms Min Persons/Unit Max Persons/Unit

 (Largest Unit Size) (Smallest Unit Size)

0BR 1 1

1BR 1 2

2BR 2 4

3BR 3 6

4BR 4 8

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except units will be so assigned that:

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.

(b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.

(c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.

(d) An unborn child will be counted as a person in determining unit size. A single pregnant woman may be assigned to a two-bedroom unit. In determining unit size,

(e) HADCO will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.

(f) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.

(g) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants may be assigned one or two bedroom unit.

The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants will choose the waiting sub list where they wish to receive a unit offer. Based on the family’s choice, they will be placed on the appropriate waiting sub list by unit size.

If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster) the file will be documented and placed in the appropriate list.

When a family is offered a unit, if they no longer qualify for the unit size where they were sub listed, they will be moved to the appropriate sub list, retaining their preferences and date and time of application. This may mean they may have to wait longer for a unit offer.

HADCO shall change the family’s sub list at any time while the family is on the waiting list at the family’s request.

##### III. Tenant Selection and Assignment Plan

**Organizing the Waiting List**

Community-wide Waiting List

HADCO has a Community-wide Sub-jurisdiction wait list.

It is HADCO’s policy each applicant shall be assigned his/her appropriate place on a sub list in sequence based upon:

• type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);

• date and time the application is received.

Sub-Jurisdiction requested by applicant.

HADCO will maintain its waiting list in the form that records the type and size of unit needed, each applicant’s priority/preference status, the date and time of application, and the race and ethnicity of the family head.

Site-based Waiting List

If HADCO elects to operate Site-based Waiting Lists, the application for such lists shall be a part of the HADCO’s Annual Plan.

#### Unit Offers to Applicants

To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status the following criteria will be used to make unit offers.

• The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant may refuse the first unit offered without losing their place on the wait list.

• If after two unit offers, the applicant has not accepted a unit without good cause, they will be dropped to the back of the waiting list.

• Applicants who are removed from the waiting list because they refuse two unit offers without good cause will be either removed or dropped to the back of the waiting list.

HADCO will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.

In the selection of a family for a unit with accessible features, HADCO will give preference to families that include a person with disabilities who can benefit from the unit features.

The applicant must accept the vacancy offered within **5 working days** by scheduling a leasing date within a reasonable time no greater than 30 days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the waiting list.

If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and has passed a Uniform Physical Condition Inspection (UPCS). If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

#### Removing Applicant Names from the Waiting List

To ensure vacant units are filled in a timely manner, HADCO needs a waiting list that is accurate. While each applicant must keep HADCO apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;

2. The applicant requests that his/her name be removed from the waiting list;

3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or

The application is withdrawn because HADCO attempted to contact the applicant and was unable to do so. **See Procedure for updating and removing applicants from the waiting list.**

Persons who fail to respond to HADCO attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances HADCO shall reinstate these individuals to their former waiting list positions.

Families whose applications are withdrawn or rejected must reapply for housing when the waiting list is open.

###### Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents 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. All reasonable accommodations will be considered on a case by case as good cause.

Examples of “good cause” for refusal of an offer of housing are:

• The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and has not passed a UPCS inspection. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move in;

• Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

The applicant has started schooling or employment in another sub-jurisdiction and due to transportation requests to change sub-jurisdictions.

• The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

• A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

• The unit has lead paint and the family has children under the age of seven;

• The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move;

• An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or

If good cause is verified, the refusal of the offer shall not require the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list.

HADCO will document in applicants file the units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

#### Leasing Accessible Units

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

• First, to a current public housing resident having a disability that requires the special features of the vacant unit.

• Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, HADCO will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

#### Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development.

##### IV. Leasing Policies

**General Leasing Policy**

All units must be occupied pursuant to a lease that complies with HUD’s regulations.

The lease shall be signed by the head, spouse, and all other adult members of the household and by the Public Housing Manager or other authorized representative of HADCO, prior to actual admission.

If a resident transfers from one HADCO unit to another, a new lease will be executed for the dwelling into which the family moves.

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

(a) A new lease agreement will be executed, or

(b) A Notice of Rent Adjustment will be executed, or

(c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the Public Housing Manager or other authorized representative of HADCO.

Residents must advise HADCO if they will be absent from the unit for more than 30 days. Residents shall notify the manager, secure the unit and provide a means for HADCO to contact the resident in an emergency. Failure to advise HADCO of an extended absence is grounds for termination of the lease.

**Showing Units Prior to Leasing**

When offering units, HADCO will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.

Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, the file will be documented and the applicant will either be moved to bottom of wait list or withdrawn as per these guidelines.

No lease will have an effective date before the unit is ready for occupancy.

**Additions to the Household and Visitors**

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

• Except for natural births or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

• Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure.

• All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

When a resident requests approval to add a new person to the lease, HADCO will conduct pre-admission screening of any proposed new adult member to determine whether HADCO will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from HADCO to add children other than those born, adopted by or awarded by the court to the family.

Examples of situations where the addition of a family or household **member is subject to screening** are:

• Resident plans to be married and requests to add the new spouse to the lease;

• Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;

• A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

Residents who fail to notify HADCO of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Persons added without HADCO approval will be considered unauthorized occupants and the entire household will be subject to eviction.

Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on HADCO premises or any other public housing agency premises that would be a lease violation.

• Visits of less than twenty-four hours need not be reported to or approved by the Manager.

• Visits of more than 14 calendar days in a given year shall be authorized only by the Public Housing

 Manager with advance documentation of extenuating circumstances.

Minors related to head of household may visit for extended times during summer, spring breaks, etc with prior approval. Such visitors may be required to verify their permanent residence as they will not be considered when determining the eligible size of the dwelling unit.

• Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease.

Former residents of HADCO who have been evicted from any HADCO program will be required to follow the same waitlist eligible guidelines set forth in this policy to be granted occupancy.

Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. The resident shall report the move-out within 30 calendar days of its occurrence.

**Mandatory Orientations**

Management recognizes there is a significant amount of regulations and expectations to the program and many residents are not able to absorb all the material at the lease signing appointment. As an attempt to provide more opportunity for clear expectations, all new adult residents are required to attend an orientation within 90 days of move in or within 90 days of being added to an existing lease agreement. The orientation will refresh on important expectations in the ACOP and Lease Agreement along with other clarifications such as reasonable accommodations and rent calculations.

**Security Deposits**

The family is required to pay the following Security Deposits. The family may pay the security deposit in full at the time of lease signing, or pay on a payment schedule as indicated below:

 **1 BR Unit $ 100.00 Down $100.00 Per Month $300.00 Total Due**

 **2 BR Unit $ 100.00 Down $100.00 Per Month $400.00 Total Due**

 **3 BR Unit $ 100.00 Down $100.00 Per Month $500.00 Total Due**

 **4 BR Unit $ 100.00 Down $100.00 Per Month $700.00 Total Due**

Security Deposits are not transferable to a new unit within the Public Housing Program. In the case of a unit transfer the tenant will be required to enter into a payment agreement or pay the Security Deposit on the new unit within 30 days of the transfer. HADCO will reimburse the tenant an applicable refund within thirty days for the Security Deposit on the previous unit.

V. Transfer Policy

General Transfer Policy

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

**Types of Transfers**

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

Emergency Transfers are **mandatory** when HADCO determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood **Emergency transfers shall take priority over new admissions.**

Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead-based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit. **Category 1 transfers shall take priority over new admissions.**

Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by HADCO (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

Category 2 Administrative transfers correct serious occupancy standards problems. **These transfers will not take priority over new admissions.**

**These transfers will not take priority over new admissions.** They will be processed at the rate of one transfer to four admissions.

Category 2 transfers: will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family’s size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

Category 3 Administrative transfers: may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, on a nondiscriminatory basis to residents with good histories.

 Transfer will be made within the same property location unless otherwise requested by the resident. In case of an emergency transfer it is objective to keep resident in the same location circumstance permitting. If the resident is housed in a different location because of an emergency transfer, the resident will be given first opportunity to transfer to their original location.

Processing Transfers

A centralized transfer waiting list will be administered by the Public Housing Manager. Tenant(s) submit requests for transfer, including necessary documentation, to the Public Housing Manager.

Transfers will be sorted into their appropriate categories by the Public Housing Manager. Admissions will be made in the following order:

• First: Emergency transfers, then

• Category 1 Administrative Transfers,

• Category 2 Administrative Transfers, (applicants, and, at a rate of four applicants to every transfer)

• Category 3 Administrative Transfers and good cause,

• Incentive Transfers

Within Category 3 and incentive transfers, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.

Residents in a Category 2 over/under housed status will be advised in their 30 day “Notice of Result of Reexamination” that a transfer is recommended and that the family has been placed on the transfer list.

Residents in a Category 2 over/under housed status will be given a 30 day notice of intent to transfer. The notice will include the address and approximate date the unit will be available to occupy. The resident will be notified of the date schedule for lease up in the new unit by the Public Housing Director no earlier than the end of the 30 day intent to transfer unless requested by the resident for an early date.

During this process there will be on going conversation between the Public Housing Director and resident as to the proposed timeline and if there would be any delay due to required maintenance of vacated unit. Once this process is complete, the resident will be given 10 days to vacate and occupy both of the units, during this transition the resident will not be charged rent for both units. Extenuating circumstances beyond the control of the tenant may be reviewed on a case by case basis in determining if a longer transition time is needed.

The resident will not be required to pay a down payment for the security deposit at time of lease up for the new unit. The resident can choose to enter into the installment agreement for the remainder of the security deposit or when the resident receives the disposition of the security deposit of the old unit no later than 30 days after the keys have been returned pay the remaining balance owed for the security deposit. The resident may request to start the new security deposit payment process once the final invoice for the vacated unit (and any applicable security deposit) has been refunded.

Split-family transfers will be processed as Category 2 administrative transfers.

• Families that split into 2 “new” households may be transferred to two different units or

• a portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability.

• Such transfers will be made in a manner that minimizes the impact on vacant units.

Good Record Requirement for Transfers

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

• have not engaged in criminal activity that threatens the health and safety of residents and staff;

• do not owe back rent or other charges, or have a pattern of late payment;

• meet reasonable housekeeping standards and have no housekeeping lease violations; and

• can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

Exceptions to the good record requirements may be made for emergency transfers or when it is to HADCO’s advantage to make the transfer. The exception to the good record requirement will be made by the Public Housing Manager.

Unless the transfer is for an emergency situation, the following policy applies to transfers:

• If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.

• A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

Incentive Transfers

Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

(a) Incentive Transfers - HADCO may occupy recently modernized and scattered site units through incentive transfers. Modernized units will be filled with incentive transfers, new applicants, or a combination of both in a manner that has the least impact on vacant units.

(b) Resident requests for incentive transfers should be made to the Public Housing Manager. The Public Housing Manager may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:

1. Residency in a HADCO development for at least three years.

2. No more than two repayment agreements, or unpaid balances based on retro rent at any time in the past two (2) years.

3.No violence toward staff or neighbors as indicated by notices of lease violation in the applicant’s file.

4. Good housekeeping record.

Incentive transfers are Category 2 administrative transfers.

**Paying for Transfers**

HADCO must bear the reasonable costs of transfers they initiate (demolition, disposition, revitalization or rehabilitation), transfers required because HADCO’s lease obligations are not being met (building system failures, other emergency conditions HADCO is unable to repair within 24 hours), as well as the cost of all transfers needed as a reasonable accommodation for residents with disabilities. Residents must bear the costs associated with occupancy transfers, incentive transfers and all resident initiated transfers.

**VI. Eligibility for Continued Occupancy, Annual Reexaminations,**

**and Remaining Family Members**

Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in CFR 5.100.

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

 3. Whose family members each have Social Security numbers.

 4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.

5. Who are in compliance with HADCO’s 8 hour per month community service requirements.

**Remaining Family Members and Prior Debt**

Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. HADCO will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.

Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

**Reexaminations**

Annual reexaminations: HADCO shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes reexamined only every three years. A family can request one time in their occupancy a change in the month that their reexamination is scheduled. The family must request the change four months prior to the month that the family is requesting their annual reexamination be schedulued.

Interim Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 30 days until a reasonably accurate estimate of income can be made.

Interim reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

Interim Reexamination Date Following Income Disallowance: When a family qualifies for an earned income disallowance, the date for their next interim reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.

Families not paying rent

All families not paying rent will be required to complete a monthly minimum income statement. This includes only non-exempt income. Families who’s rent is $0 due to exempt income are not required to complete the monthly minimum income statements. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. The monthly minimum income statement will require all income and expenses for the household to be itemized and reviewed by HADCO.

Reexamination Procedures

(a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.

(b) Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident’s folder.

(d) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the resident as a family or as the remaining member of a family;

(ii) Unit size required for the family (using the Occupancy Guidelines); and

(iii) Rent the family should pay.

(e) Residents with a history of seasonal employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

(f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. See Appendix A

(g) Families failing to respond to the initial reexamination process will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for termination of the lease.

Action Following Reexamination

(a) If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available.

**Community Service Requirement (CFR 960.600)**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing tenant(s), eighteen years and older, perform eight hours per month community service or participate in eight hours per month of training, counseling, classes, or other activities that help an individual obtain self sufficiency. Any Resident serving on the HADCO Board of Commissioners or serving on HADCO’s Resident Council will meet the community service requirement.

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

An exempt individual is an adult who;

1. 62 years or older
2. Person is blind or disabled.
3. Caretaker of a person with disability.
4. Is engaged in work activities.
5. Certified as exempt from work activities under a State Programs as stated by the Social Security Act or any other welfare state program; and
6. Members of a family receiving benefits from a State Welfare Program in compliance with the program’s requirements.
7. Performing eight hours per month in an economic self-sufficiency program.

Tenants must self-certify they have received a copy of the Community Service Requirement and certify if they are exempt from community service. Verification of exemption may be required.

Tenant(s) will be notified at time exemption is no longer valid of their requirement to perform community service. HADCO will review, at annual re-certification, tenants who are required to turn in community service for any duration they were not considered exempt. Required individuals must provide signed certification of community service from the organization in which the service was performed. Tenants may find their own community service or receive assistance from HADCO’s Community Service Coordinator.

The Resident Lease Agreement will be terminated by HADCO if required tenant(s) are not in compliance with the Community Service Requirement at the time of their annual re-certification. Tenant(s) have the right to the grievance process if disputing the termination.

Tenant(s) may be allowed to make up Community Service hours if a written request is agreed upon between HADCO and the tenant(s) to make up the missing community service. Tenant(s) may have up to twelve months to make up the Community Service with no less than eight hours per month of the delinquent hours due per month. This does not account for any current community service hours being due.

The family may provide written assurance satisfactory to HADCO the tenant or other noncompliant resident no longer resides in the unit.

**VII. Inspections**

**Move In Inspections**

An authorized representative of the Housing Authority of Douglas County and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties. An authorized Housing Authority of Douglas County representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be assessed to the tenant. The resident's security deposit can be used to offset against any Housing Authority of Douglas County damages to the unit. The resident’s security deposit will not be used to repair normal wear and tear.

**Annual Inspections**

HADCO is required to perform Uniform Physical Condition Standard Inspections (UPCS) once a year. HADCO will combine the UPCS inspection with an annual inspection once a year.

HADCO will give a minimum of 48 hours notice of intent to enter the unit.

HADCO will notify the tenants at time of lease up and at inspection notification of expected standard condition of unit.

Families may request to re-schedule the inspection in situations beyond their control, such as a family emergency, hospitalization, etc, as long as the inspection is still conducted within twelve months of the previous inspection. If the family is not present during the inspection HADCO will leave notification of a pass or fail.

Families failing a UPCS/Annual inspection will be required to remedy the findings and a re-inspection will be conducted within twenty four hours to fourteen days depending on the level or severity of the finding.

Failed inspections due to housekeeping or repeated damage to units may be subject to
more frequent inspections.

Failure to pass a UPCS/Annual inspection or repeated findings will result in termination of the Resident Lease Agreement subject to the grievance process.

Work orders will be submitted and completed to correct any deficiencies required by HADCO to correct.

Resident(s) will be notified at the end of the inspection as to the results of their inspection (pass or fail).

## 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 an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

## Special Inspections

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

## Housekeeping Inspections

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority of Douglas County will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

## Notice of inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority of Douglas County will give the tenant at least two (2) days written notice.

## Emergency Inspections

If any employee and/or agent of the Housing Authority of Douglas Countyhas reason to believe 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 indicating the date and time the unit was entered and the reason why it was necessary to enter the unit.

## Move-out Inspections

The Housing Authority of Douglas County 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.

**VIII. Pet Policy**

HADCO welcomes pets under the following stipulations;

**I. Pets are limited to ONE of the following:**

One adult dog. The dog cannot exceed 12 inches in height (at the shoulders) nor exceed 25 pounds in weight, or

One Cat.

**II. The following Pets are permitted in addition to one dog or one cat:**

One domestic rabbit.

One fish aquarium, not to exceed 30 gallons.

Two small birds, e.g. canary, parakeet, finch, etc. (no birds of prey are permitted)

Two gerbils or hamsters.

Other animals not listed may be approved at the discretion of HADCO.

**II. The following pets are not permitted:**

1. Birds of prey
2. Exotic pets such as snakes, or any poisonous reptiles or animal.
3. No rats or mice.
4. No wild animals such as skunks, raccoons, etc.

**III. Companion and Service Animals**

 HADCO permits Companion and Service animals for person(s) with disabilities.

 Verification of disability and the need for a Companion or Service animal will be

 required. Companion and service animals are not considered a pet, if your

 family qualifies for companion/service animal you would be allowed to have a pet as defined

 above.

**See also the reasonable accommodation policy.**

**IV.** **Pre-conditions:** (*must be completed BEFORE any pet is brought on the premises)*

A. Resident shall:

1. Present proof from a veterinarian or similar responsible person that the dog or cat has been neutered and vaccinated. If pet is less than six months of age the tenant must sign a statement stating they agree to have the pet spayed/neutered and turn in verification of proper vaccinations and boosters. FVRCP-LEU and rabies for cats, and DHLPPP-C and rabies for dogs.
2. Show proof of current license (when applicable) within six months of age.
3. Designate at least one person preferably two people willing to accept responsibility for the pet in an emergency.
4. Sign a pet agreement with the Housing Authority.
5. Obtain “Authorization for Pet Ownership” Approved by the Public Housing Manager.

V. **Occupancy Requirements:**

1. No vicious or aggressive are allowed.
2. All pets will remain inside the residence, be on a leash or in a carrier and under the direct control of the responsible person.
3. The pet will not use the common area except to pass to and from the owners unit.
4. The owner must control animal waste, the owner must remove animal waste from their yard and common areas immediately.
5. Pets shall not interfere with the peaceful enjoyment of other residents or neighbors by barking, howling, biting, scratching, meowing, running loose, or other activities making them a nuisance animal.
6. The tenant shall inform the Housing Authority when requesting a work order that there is a dog or cat in the unit.
7. No visiting pets will be allowed at any time, with the exception of pets accompanying non local visitors. The visiting pet(s) will be required to receive prior approval and comply with the current pet policy. Assistance animals please refer to the **Reasonable Accommodation Policy.**
8. Pet food must be kept in a sealed container to avoid infestation.

VI. **Resident agrees that:**

1. Damages caused by their pet will be corrected by our maintenance staff and will be the sole financial responsibility of the tenant.
2. Adequate sanitary control and precaution will be taken to eliminate pet odors and associated problems, fleas and other parasites, etc.
3. The Public Housing Manager or their designee determines when a pet is a nuisance or threat to the safety or security of person or property, and they may request the removal of the pet. A notice to terminate will be issued.
4. A representative of the Douglas County Animal Control or the Housing Authority may enter a unit to transfer any animal, which is left un-attended if the animal is showing signs of distress and HADCO is unable to contact the resident or resident’s emergency contact. The Housing Authority accepts no responsibility for costs or care for pets that have been removed.
5. If any provisions of the above Pet Policy are violated, the pet policy may be revoked and the resident may be:
	1. Required to remove the pet within Two (2) weeks.
	2. Subject to eviction per Resident Lease, Section 21, “Lease Termination”.

“Nothing in this pet rule prohibits the Housing Authority or appropriate community authority from requiring the removal of any animal from a project if the pet’s conduct or condition is duly determined to constitute under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the project or other persons in the community where the project is located, or if the species of animal in question is prohibited under state or local law.”

HADCO will not apply or enforce the pet policy against animals required for reasonable accommodation to assist, support, or provide service to persons with disabilities. State and occupancy requirements do still apply such as rabies and licensing verification. For more information regarding companion/service animals refer to the Reasonable Accommodation Policy IVX. Attachments

##### IX. Interim Rent Adjustments

**Adjusting Rent Between Regular Reexaminations**

**Residents are required to report all changes in family composition or status** to the housing manager within 10 calendar days of the occurrence. Occurrence is defined as when the tenant first becomes aware of their change in income or family composition. Examples would be receiving a letter from social security explaining upcoming changes to benefits, verbal or written notice from an employer their employment is ending or verbal or written notice they have been hired (residents should not wait until they receive their first payment, if an increase, to report the change). Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly and by the 20 of the month. Changes to the monthly rent will be effective on the first day of the applicable month as outlined on page 30 under paragraph 4 (IXe) and “Effective Date of Adjustments”. HADCO will not prorate a monthly rent based on the specific day of the families reported change such as the day they were laid off from employment.

HADCO will process interim changes in rent in accordance with the chart below:

(a) Decrease in income for any reason, except for decrease that lasts less than 30 days. Increase in income following HADCO granting of interim rent decrease.

• HADCO will process an interim reduction in rent if the income decrease will last more than 30 days. HADCO will process an interim increase for income increases that follow interim rent reductions.

(b) Increase in earned income from the employment of a current household member.

• HADCO will perform Interim if increase is $200 per month or greater.

(c) Increase in unearned income (e.g. COLA adjustment for social security).

• HADCO will perform Interim if increase is $200 per month or greater.

(d) Increase in income because a person with income (from any source) joins the household.

• HADCO will perform Interim if increase is $200 per month or greater.

(e) HADCO will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. HADCO will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Public Housing Manager or his/her designee.

HADCO will process interim adjustments in rent as follows:

(a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

(b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

Residents granted a reduction in rent under these provisions will be required to report any changes in income. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

**Effective Date of Adjustments**

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

Rent decreases go into effect the first of the month following the reported change provided the tenant has reported by the 20 of the month.

Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

**X. Lease Termination Procedures**

**General Policy: Lease Termination**

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

**Notice Requirements**

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

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

Notices of lease termination may be mailed first class, served personally, or posted on the apartment door.

Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

**Recordkeeping Requirements**

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

• Name of resident, race and ethnicity, number and identification of unit occupied;

• Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;

• Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;

• Date and method of notifying resident; and

• Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

##### Re-Payment Agreements

It is HADCO’ policy to meet the informational needs of owners and families and to communicate the program rules to avoid owner and family debts. Before a debt is assessed against a family the file must contain documentation to support HADCO’s claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the family or other interested parties.

When families owe money to HADCO, HADCO is required by Housing and Urban Development (HUD) to collect it. HADCO will use a variety of collection tools to recover debts including, but not limited to:

Request for lump sum payment, repayment agreement, civil suits, abatements, collection agencies, credit bureaus and income tax set-off programs.

**DEBTS OWED FOR CLAIMS (24 CFR 792.103,982.552(c)(v-vii)**

In the case of family caused errors or program abuse, the family will be required to repay any excess subsidy received. HADCO may offer the family a repayment agreement. If the family refuses to enter into a repayment agreement or fails to make payment on an existing or new repayment, HADCO must terminate the family’s tenancy. HUD does not authorize any HADCO sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the resident and HADCO, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum repayment agreements must contain the following revisions:

1. Reference to the paragraphs in this ACOP whereby the resident is in non- compliance and may be subject to termination of assistance.
2. The monthly retroactive rent repayment amount is in addition to the family’s regular rent contribution and is payable to HADCO.
3. The terms of the agreement may be renegotiated if there is a decrease or increase in the family’s income.
4. Late and missed payments constitute default of the repayment agreement and may result in termination of assistance.

HADCO is required to determine retroactive rent amount as far back as HADCO has documentation of family reported income.

The monthly retroactive rent payment plus the amount of rent the resident pays at the time the repayment agreement is executed should be affordable and not exceed 40% of the family’s monthly adjusted income. The family may not move to another unit until the repayment agreement is paid in full. The family may not enter into multiple repayment agreements at the same time.

Repayment Term

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Repayment Options

Participants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of one and two above; make a lump sum payment and enter into a repayment agreement for the remaining balance.

**Abandonment**

**ORS 90.410 Effect of tenant failure to give notice of absence: abandonment.**

1. If the rental agreement requires the tenant to give actual notice to the landlord of an anticipated extended absence in excess of seven days as permitted by ORS 90.340 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

2. During any absence in excess of seven days, the landlord may enter dwelling unit at times reasonably necessary. HADCO staff will make every attempt to contact the resident prior to entering the unit and only enter the unit for emergency repairs or to confirm unit is vacant.

3. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it for a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as surrender, the rental agreement is deemed to be terminated by the landlord as of the dates knows or should know of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be.

HADCO will not consider the unit abandoned if the rent is paid current.

**Security Deposit Refunds**

In accordance with ORS 90.300, after a family moves out, HADCO will return the security deposit or give the family a written statement of why all or part of the security deposit is being kept. The refund and final billing statement will be mailed within thirty days of the vacated date. In the case of a transfer within Public Housing the resident can request in writing to pick up the statement and any applicable refunded security deposit.

**Copies of File Documents**

HADCO will provide, to the family, one copy of all update letters, lease agreements, lease modifications, complaints against residents and tenant signed paperwork. Documents may be mailed first class, served personally, or posted on the apartment door. Additional copies can be purchased by the family at $0.25 per page. HADCO must receive payment for the copies prior to releasing the documents. There will be no charge for electronic copies of tenant documents that are scanned and forwarded via e-mail.

**XI. Utilities**

In some of HADCO’s developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an Allowance for Utilities developed by HADCO in consultation with the utility supplier and reviewed by HUD.

**Resident-Paid Utilities**

The following requirements apply to residents living in developments with resident-paid utilities:

Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.

When a resident’s Total Tenant Payment is less than the utility allowance, HADCO may pay a utility reimbursement, equal to the difference between one month’s total tenant payment and the utility allowance, to the utility company on the resident’s behalf or utility allowance may be paid directly to the resident.

When the utility supplier offers a “Budget” payment plan, it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.

If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.

Paying the utility bill is the resident’s obligation under the Authority’s lease. Failure to pay utilities resulting in a shut off notice and utilities being put in the Housing Authorities name is grounds for lease termination and eviction.

**Excess Utility Charges**

Check-metered developments or buildings: In buildings that are checked metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by HADCO. Check meters shall be read by HADCO and each tenant charged for consumption in excess of the utility allowance.

Request for relief from surcharges for excess consumption of HADCO purchased utilities, or from payment of utility supplier billings in excess of the allowances for resident purchased utilities may be granted by HADCO on reasonable grounds, such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident, as HADCO shall deem appropriate (CRF 965.508)

##### XII. Flat Rents

Flat Rents

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income based rent or the Flat rent. Flat rents represent the actual market value of HADCO’s housing units. HADCO will take the following information into account in developing its Flat rent Schedule:

• Rents of non-assisted rental units in the immediate neighborhood;

• Size of HADCO’s units compared to non-assisted rental units from the neighborhood;

• Age, type of unit and condition of HADCO’s units compared to non-assisted rental units from the neighborhood;

• Land use in the surrounding neighborhood;

• Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at HADCO’s properties and in the surrounding neighborhood;

• Crime in HADCO’s developments and the surrounding neighborhood;

• Quality of local schools serving each HADCO development;

• Availability of public transportation at each HADCO development; and

• Availability of accessible units for persons with mobility impairments.

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

* Family’s income has decreased.
* Family’s circumstances have changed increasing their expense for child care.
* Other circumstances creating hardship on the family such that the income method would be more financially feasible for the family.

Annual Update of Flat Rents

HADCO shall review the Flat Rent structure annually and adjust the rents as needed. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next regular reexamination/ recertification rather than at the point the Flat rent may change.

**Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.

##### XIII. Definitions and Procedures to be used in Determining Income and Rent

**Annual Income**

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

If the Family has Net Family Assets in excess of $5,000, Annual Income shall include 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;

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

See Appendix A pg. 43

**Items not included in Annual Income**

Annual Income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker’s compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature); [See paragraph 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.]

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);

The full amount of student financial assistance paid directly to the student or the educational institution;

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

Certain amounts received that are related to participation in the following programs:

(a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

(b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self- Sufficiency (PASS);

(c) 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.) to allow participation in a specific program;

(d) A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the HADCO, on a part-time basis, that enhances the quality of life in public housing. 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; and

(e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the HADCO;

Temporary, non-recurring, or sporadic income (including gifts);

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);

Adoption assistance payments in excess of $480 per adopted child;

The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, **will not be increased during the exclusion period**. For purposes of this paragraph, the following definitions apply:

(a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HADCO in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.

(b) During the 12-month period beginning when the member first qualifies for a disallowance, the HADCO must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

(c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.

(d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

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;

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.) The following is a list of benefits excluded by other Federal Statute:

• The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 **[7 USC 2017 (h)];**

• Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 USC 5044 (g), 5088]**;

Examples of programs under this Act include but are not limited to:

—the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

—National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

—Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

• Payments received under the Alaska Native Claims Settlement Act **[43 USC.1626 (a)];**

• Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes **[(25 USC. 459e];**

• Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program **[42 USC 8624 (f)]**;

• Payments received under programs funded in whole or in part under the Job Training Partnership Act **[29 USC 1552 (b)] ;**

• Income derived from the disposition of funds of the Grand River Band of Ottawa Indians **[Pub. L. 94-540, 90 State 2503-04];**

• The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **(25 USC 1407-08),** or from funds held in trust for an Indian Tribe by the Secretary of Interior **[25 USC 117b, 1407];** and

• Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs  **20 USC 1087].**

— Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

• Payments received from programs funded under Title V of the Older Americans Act of 1965 **[42USC 3056 (f)]:**

 Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

• *Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;*

• *Payments received under the Maine Indian Claims Settlement Act of 1980* ***(Pub. L. 96-420, 94 Stat. 1785)****;*

• *The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990* ***(42 USC 9858q)****;*

• *Earned income tax credit refund payments received on or after January 1, 1991* ***(26 USC 32 (j)).***

• *Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;*

• *Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;*

**Anticipating Annual Income**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**Adjusted Income**

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

**For All Families**

Child Care Expenses **—** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by HADCO when the expense is incurred to permit education or to seek employment.

Dependent Deduction **—** An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

Work-related Disability Expenses **—** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

**For elderly and disabled families only:**

Medical Expense Deduction **—** A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by HADCO for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

1. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

Elderly/Disabled Household Exemption— An exemption of $400 per household.

Optional Deductions/Exemptions: HADCO may amend this policy and grant further deductions. Any

such deduction would be noted here.

**Computing Rent**

The first step in computing rent is to determine each family’s Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, directly to the utility company by the HADCO.

**Total Tenant Payment is the highest of:**

• **30% of adjusted monthly income**; or

• **10% of monthly income;** but never less than the

• **Minimum Rent**; and never more than the

• **Flat Rent, if chosen by the family**

Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment. In developments where HADCO pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

HADCO currently has no minimum rent.

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

## Rent for Families under the Non-Citizen Rule (CFR 5.504)

A mixed family will receive full continuation of assistance if all of the following

conditions are met:

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

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

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

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for HADCO. The 95th 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.

Appendix A

a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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 will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be 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 shall be the actual income derived from all net family assets. HADCO has adopted a 0% passbook rate pursuant to 24 CFR 5.609 (b)(3). HADCO reviews the Savings National Rate (passbook rate) annually.

(4) 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 (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.* (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) 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 shall consist 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 paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. The court awarded alimony and child support will be used to calculate household income unless the amount actually being received is less than the court awarded amount;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.* ), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) 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);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) 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 PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) 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;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) 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;

(16) 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

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the  Federal Register  and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period ( *e.g.,* seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

[61 FR 54498, Oct, 18, 1996, as amended at 65 FR 16716, Mar. 29, 2000; 67 FR 47432, July 18, 2002; 70 FR 77743, Dec. 30, 2005]

Appendix B

**90.410 Effect of tenant failure to give notice of absence; absence; abandonment.** (1) If the rental agreement requires the tenant to give actual notice to the landlord of an anticipated extended absence in excess of seven days as permitted by ORS 90.340 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

      (2) During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary.

      (3) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it for a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the rental agreement terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord knows or should know of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be. [Formerly 91.825; 1993 c.369 §13; 1995 c.559 §29; 1999 c.603 §26]