

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

# Admissions & Continued Occupancy Policy (ACOP)

---

~~FY2023-~~  
2024 FY2024-2025



## *Table of Contents*

<b>CHAPTER 1 – STATEMENT OF POLIES AND OBJECTIVES .....</b>	<b>1</b>
A. MISSION STATEMENT:.....	2
B. GOALS .....	2
C. OBJECTIVES.....	2
D. PROPERTY MANAGEMENT AND ASSISTED HOUSING TEAM MISSION STATEMENT.....	3
E. PROPERTY MANAGEMENT AND ASSISTED HOUSING TEAM GUIDING PRINCIPLES.....	3
F. LOCAL OBJECTIVES.....	3
G. PURPOSE OF POLICY.....	4
H. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES .....	4
I. FEDERAL PRIVACY ACT .....	4
<b>CHAPTER 2 - FAIR HOUSING POLICY .....</b>	<b>6</b>
A. APPLICATION AND SELECTION .....	6
B. NONDISCRIMINATION.....	6
C. AFFIRMATIVE MARKETING .....	7
D. TRANSLATION OF DOCUMENTS .....	8
E. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA )2022 .....	8
1. Denying Assistance to Domestic Violence, Dating Violence, Sexual Assault or Stalking Survivors .....	8
2. Terminating Assistance of Domestic Violence, Dating Violence, Sexual Assault or Stalking Survivors and Offenders.....	9
3. Survivor Documentation.....	10
4. Terminating Assistance of a Domestic Violence Offender.....	11
5. Confidentiality Requirements.....	11
F. HOUSING DISCRIMINATION COMPLAINTS.....	12
G. EQUAL ACCESS TO HOUSING REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY .....	12
1. Eligibility for HUD-assisted or-insured housing .....	<del>12</del> 13
2. Prohibition of inquiries on sexual orientation or gender identity.....	13
<b>CHAPTER 3 - REASONABLE ACCOMMODATIONS POLICY .....</b>	<b>14</b>
A. RECERTIFICATION\LEASE RENEWAL.....	14
<b>CHAPTER 4 - APPLYING FOR ADMISSION .....</b>	<b>16</b>
A. HOW TO APPLY.....	16
B. "INITIAL" APPLICATION PROCEDURES .....	16
C. ACCESSIBILITY OF THE APPLICATION PROCESS.....	17
D. LIMITED ENGLISH PROFICIENCY .....	18
E. PLACEMENT ON THE WAITING LISTS.....	18
F. ELIGIBLE FOR PLACEMENT ON THE WAITING LIST .....	18
G. INELIGIBLE FOR PLACEMENT ON THE WAITING LIST .....	18
H. RENTAL APPLICANT APPEAL PROCEDURES .....	18
I. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY.....	19
1. Family Break-up .....	19
2. Split Households Prior to Eligibility.....	20
J. COMPLETION OF A FULL APPLICATION .....	20
1. Requirement to Attend Interview.....	20
K. READY WAITING LIST POOL.....	<del>22</del> 23

L.	REMOVING APPLICANTS FROM THE WAITING LIST .....	24
M.	COLLEGE STUDENTS .....	2425
N.	PROCESSING APPLICATIONS .....	25
O.	TIMELINESS OF VERIFICATIONS .....	26
P.	VERIFICATION AND DOCUMENTATION OF INFORMATION FOR ADMISSION .....	26
Q.	INFORMATION TO BE VERIFIED .....	26
R.	DOCUMENTATION .....	30
S.	SYSTEMS OF VERIFICATION .....	30
T.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY .....	33
<b>CHAPTER 5 - ELIGIBILITY AND SCREENING.....</b>		<b>34</b>
A.	QUALIFICATION FOR ADMISSION GENERALLY .....	34
B.	FAMILY COMPOSITION .....	3534
1.	<i>Definition of Family</i> .....	35
2.	<i>Head of Household</i> .....	36
3.	<i>Spouse of Head</i> .....	37
4.	<i>Co-Head</i> .....	37
5.	<i>Joint Custody of Children</i> .....	37
6.	<i>Live-In Aide</i> .....	37
7.	<i>Foster Children and Foster Adults</i> .....	38
C.	ABSENT FAMILY MEMBERS .....	38
1.	<i>Absent Students</i> .....	39
2.	<i>Absences Due to Placement in Foster Care [24 C.F.R. § 5.403]</i> .....	39
3.	<i>Head, Spouse, or Co-head Absent Due to Employment</i> .....	39
5.	<i>Absences Due to Incarceration</i> .....	39
D.	MANDATORY SOCIAL SECURITY NUMBERS [24 C.F.R. § 5.216] .....	40
E.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS .....	40
F.	OTHER ELIGIBILITY CRITERIA .....	42
G.	DENIAL OF ADMISSION FOR PREVIOUS DEBTS TO THIS OR ANY OTHER PHA .....	42
H.	NON-ECONOMIC ELIGIBILITY CRITERIA .....	42
I.	ADMINISTRATION .....	45
J.	SCREENING FOR SUITABILITY [24 C.F.R. § 960.204, 960.205] .....	45
1.	<i>Suitability – Verification of Screening Criteria</i> .....	47
2.	<i>Criteria for Disapproval of Admission</i> .....	45
3.	<i>Criminal Background Check</i> .....	52
4.	<i>Unacceptable Criminal Record</i> .....	5150
5.	<i>Screening Applicants Who Claim Mitigating Circumstances</i> .....	59
<b>CHAPTER 6 – TENANT SELECTION AND ASSIGNMENT PLAN .....</b>		<b>60</b>
A.	RRHA’S OBJECTIVES .....	61
B.	MANAGEMENT OF THE WAITING LIST .....	62
1.	<i>Opening and Closing the Waiting Lists</i> .....	62
2.	<i>When Application Taking is Suspended</i> .....	63
3.	<i>Reopening the List</i> .....	63
4.	<i>Limits on Who May Apply</i> .....	63
5.	<i>Multiple Families in Same Household</i> .....	63
C.	WAITING LIST PREFERENCE DEFINED .....	64
1.	<i>Effect of Deconcentrating and Income-Mixing Goals on Preferences</i> .....	64
2.	<i>Description, Ranking of Waiting List Preferences</i> .....	68
3.	DENIAL OF PREFERENCE .....	68
D.	ELIGIBILITY FOR INVOLUNTARY DISPLACEMENT PREFERENCE .....	69

E.	ELIGIBILITY FOR PREFERENCE FOR FAMILIES WHO FALL OUT OF COMPLIANCE WITH SITE-BASED REQUIREMENTS .....	71
E.	MIXED POPULATION UNITS .....	74
F.	UNITS DESIGNATED FOR ELDERLY OR DISABLED FAMILIES .....	74
H.	OFFER OF PLACEMENT.....	75
I.	OFFER OF ACCESSIBLE UNITS TO NON-DISABLED APPLICANTS .....	75
J.	REMOVAL FROM WAITING LIST AND PURGING .....	75
K.	PLAN FOR UNIT OFFERS, CONDITIONS, GOVERNING ASSIGNMENT OF UNITS, ASSIGNMENT OF UNITS.....	76
L.	CHANGES TO PRIOR UNIT OFFER .....	77
M.	GOOD CAUSE TO REFUSE UNIT OFFER.....	77
	1. Applicants with a Change in Family Size or Status .....	77
<b>CHAPTER 7 - OCCUPANCY GUIDELINES .....</b>		<b>79</b>
B.	DETERMINING UNIT SIZE .....	79
C.	EXCEPTIONS TO OCCUPANCY STANDARDS .....	79
D.	EXCEPTIONS TO OCCUPANCY STANDARDS FOR CURRENT HOUSEHOLDS.....	80
E.	UNITS OCCUPIED BY RRHA RESIDENTS AS EMPLOYEES .....	80
F.	UNITS OCCUPIED BY RRHA EMPLOYEES (NON-PUBLIC HOUSING RESIDENTS).....	81
G.	PROCESSING EXCEPTIONS.....	81
H.	ACCESSIBLE UNITS.....	81
I.	FAMILY MOVES.....	81
<b>CHAPTER 8 - LEASING.....</b>		<b>83</b>
A.	GENERAL LEASING POLICIES.....	83
B.	LEASE EXECUTION.....	84
C.	LEASE RENEWAL.....	84
D.	ADOPTION OF RULES AND REGULATIONS .....	84-85
E.	MODIFICATIONS TO THE LEASE.....	85
F.	OTHER LEASE MODIFICATIONS.....	85
G.	SMOKE FREE HOUSING.....	86
H.	SECURITY DEPOSITS .....	86-87
I.	ABSENCE FROM THE APARTMENT .....	87
J.	REMAINING MEMBERS OF THE RESIDENT FAMILY .....	87
K.	EFFECTIVE DATE OF RENT ADJUSTMENTS .....	88-89
L.	MAINTENANCE AND DAMAGE CHARGES .....	89
M.	VERIFICATION OF UTILITY PAYMENTS .....	89
N.	STORAGE OF ITEMS IN YARDS AND ON BALCONIES .....	89
O.	PEST CONTROL ACTIVITIES .....	90
P.	ABSENCE FROM UNIT .....	90
Q.	VISITORS.....	90
R.	REPORTING OF ACCIDENTS ON PREMISES .....	91
<b>CHAPTER 9 - RENT.....</b>		<b>92</b>
A.	FAMILY CHOICE IN RENTS.....	92
B.	INCOME-BASED RENT CALCULATION .....	92
C.	EFFECT OF UTILITY ALLOWANCES ON RESIDENT RENT .....	92
D.	MINIMUM RENT .....	93
E.	RRHA PROCEDURES FOR NOTIFICATION TO FAMILIES OF HARDSHIP EXEMPTIONS.....	93
F.	GRANTING THE MINIMUM RENT HARDSHIP EXEMPTION .....	93
G.	DETERMINATION OF RENT HARDSHIP EXEMPTION .....	93-94
H.	NO FINANCIAL HARDSHIP .....	95
I.	TEMPORARY HARDSHIP .....	95
J.	LONG-TERM HARDSHIP .....	95
K.	FLAT RENT .....	96

IF A FAMILY CHOOSES TO PAY FLAT RENT, THE FLAT RENTS AMOUNT FOR THE FAMILY'S UNIT SHALL BE BASED ON THE UNIT'S MARKET VALUE, AND MAY VARY BY UNIT SIZE, TYPE, AND DEVELOPMENT LOCATION. RRHA MUST OFFER NEW ADMISSIONS TO PUBLIC HOUSING DEVELOPMENTS A CHOICE OF PAYING A FLAT OR INCOME-BASED RENT AT THE TIME OF ADMISSION. AT THE EACH REEXAMINATION, ALL PUBLIC HOUSING RESIDENTS ARE OFFERED THE CHOICE OF PAYING THE FLAT RENT OR INCOME-BASED RENT.

	96
L. UPDATE OF FLAT RENTS.....	96
M. FLAT RENT INCREASE PHASE-IN REQUIREMENT .....	96
N. SWITCHING FROM FLAT RENT TO INCOME-BASED RENT DUE TO HARDSHIP .....	<u>9897</u>
O. RECERTIFICATION OF FAMILIES ON FLAT RENTS .....	98
P. FLAT RENTS AND EARNED INCOME DISALLOWANCE .....	99
Q. FLAT RENTS AND MIXED FAMILIES .....	100
R. RRHA'S CEILING RENT .....	104
S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS.....	<u>101490</u>
T. INDIVIDUAL RESIDENT RELIEF FROM EXCESS ELECTRICITY UTILITY SURCHARGES .....	101
RESIDENTS WHO DISAGREE WITH AN RRHA DECISION MAY REQUEST AN INFORMAL HEARING ON ACCORDANCE WITH THE GRIEVANCE PROCEDURE, A COPY OF WHICH IS MAINTAINED IN THE MANAGEMENT FILES.....	102
U. REASONABLE ACCOMMODATIONS IN ADJUSTING THE UTILITY ALLOWANCES .....	102
V. UTILITY ALLOWANCE REVISIONS .....	102
W. EXCESS ELECTRICITY UTILITY PAYMENTS.....	<u>103402</u>
X. <i>RESIDENT-PAID UTILITIES</i> .....	103
Y. RENT PAYMENTS .....	103
Z. LATE FEES AND NON-PAYMENTS .....	103
<b>CHAPTER 10- INCOME AND ADJUSTED INCOME .....</b>	<b>105</b>
A. ANNUAL INCOME .....	105
B. ANNUAL INCOME INCLUDES .....	106
C. ANNUAL INCOME EXCLUSIONS .....	107
D. ANTICIPATING ANNUAL INCOME .....	111
E. SPECIAL CONSIDERATIONS FOR THE EARNED INCOME DISALLOWANCE (EID).....	111
7. INDIVIDUAL SAVINGS ACCOUNTS. RRHA CHOOSES NOT TO ESTABLISH A SYSTEM OF INDIVIDUAL SAVINGS ACCOUNTS FOR FAMILIES WHO QUALIFY FOR THE DISALLOWANCE OF EARNED INCOME .....	113
F. HOUSEHOLD COMPOSITION AND INCOME .....	113
G. MINIMUM INCOME .....	113
H. TEMPORARILY ABSENT FAMILY MEMBERS AND INCOME .....	<u>114443</u>
I. CLAIMING INDIVIDUALS SUBJECT TO JOINT CUSTODY AS DEPENDENTS .....	114
J. CARETAKER OF A CHILD .....	114
K. REGULAR CONTRIBUTIONS AND GIFTS [24 C.F.R. § 5.609(A) (7)] .....	115
L. ALIMONY AND CHILD SUPPORT [24 C.F.R. § 5.609(A) (7)] .....	115
M. LUMP-SUM RECEIPTS [24 C.F.R. § 5.609(b) (5), (c)] .....	115
N. ATTORNEY FEES .....	116
O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE .....	116
P. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 C.F.R. § 5.520].....	117
Q. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS.....	117
R. ROUNDING OF INCOME AND DEDUCTIONS.....	119
S. ADJUSTED INCOME .....	119
1. <i>Dependent Deduction</i> .....	120
2. <i>Elderly or Disabled Family Deduction</i> .....	120
3. <i>Medical Expense Deduction</i> .....	120
4. <i>Disability Assistance Expense Deduction</i> .....	121
a. <i>Eligible Disability Expenses</i> .....	122
b. <i>Eligible Attendant Care</i> .....	122
c. <i>Payments to Family Members</i> .....	122
d. <i>Necessary and Reasonable Expenses</i> .....	122

5.	Child Care Expense Deduction .....	122
a.	Determining Who Is Enabled to Pursue an Eligible Activity.....	123
b.	Seeking Work.....	128
c.	Furthering Education .....	123
d.	Being Gainfully Employed.....	123
e.	Earned Income Limit on Child Care Expense Deduction.....	123-124
f.	Eligible Child Care Expenses .....	124
g.	Allowable Child Care Activities .....	124
h.	Necessary and Reasonable Costs.....	124
<b>CHAPTER 11 - VERIFICATION PROCEDURES .....</b>	<b>125</b>	
A.	FAMILY CONSENT TO RELEASE OF INFORMATION [24 C.F.R. § 5.230].....	125
1.	Consent Forms.....	125
2.	Penalties for Failing to Consent [24 C.F.R. § 5.232].....	125
B.	OVERVIEW OF VERIFICATION REQUIREMENTS .....	126
1.	HUD's Verification Hierarchy.....	126
2.	Requirements for Acceptable Documents .....	126
3.	File Documentation .....	126
C.	ENTERPRISE INCOME VERIFICATION (EIV) .....	127-126
1.	Substantial Difference Between UIV and Other Income Information .....	127
2.	Enterprise Income Verification (EIV) Reports.....	127
3.	EIV Identity Verification .....	128
D.	WRITTEN THIRD PARTY VERIFICATION .....	128
E.	WRITTEN THIRD-PARTY VERIFICATION FORM AND ORAL VERIFICATION .....	129
F.	WHEN THIRD-PARTY INFORMATION IS LATE .....	129
G.	WHEN THIRD-PARTY VERIFICATION IS NOT REQUIRED.....	130
1.	Primary Documents.....	130
2.	Certain Assets and Expenses [24 C.F.R. § 960.259(c) (2)] .....	130
3.	Income for Which Third-Party Verification Is Not Available .....	130
H.	USING REVIEW OF DOCUMENTS AS VERIFICATION .....	132
I.	TENANT DECLARATION .....	132
J.	VERIFICATION OF LEGAL IDENTITY .....	132
1.	Social Security Numbers [24 C.F.R. § 5.216] .....	133
2.	Documentation of Age.....	134
3.	Family Relationships.....	134
4.	Marriage.....	134
5.	Separation or Divorce .....	134
6.	Absence of Adult Member .....	135
7.	Foster Children and Foster Adults.....	135
8.	Children .....	135
9.	Verification of Student Status.....	135
K.	DOCUMENTATION OF DISABILITY.....	135
1.	Family Members Receiving SSA Disability Benefits .....	136
2.	Family Members Not Receiving SSA Disability Benefits.....	136
L.	CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 C.F.R. § 5.508] .....	136
1.	Overview.....	137
2.	U.S. Citizens and Nationals.....	137
3.	Eligible Immigrants.....	137
	Non-citizens with an immigration status described in Chapter 5, Section E of this ACOP may be eligible for assistance under RRHA's housing program.....	137
M.	VERIFYING INCOME AND ASSETS.....	137
1.	Income from Tips .....	137
2.	Business and Self-Employment Income .....	137

E.	Social Security/SSI Benefits.....	138
.F.	Alimony or Child Support.....	138
G.	Assets Disposed of for Less than Fair Market Value.....	139
1.	Net Income from Rental Property.....	139
2.	Retirement Accounts.....	140
3.	Income from Excluded Sources.....	140
4.	Zero Annual Income Status.....	140
N.	DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS.....	141
1.	Dependent Deduction.....	141
2.	Elderly/Disabled Family Deduction.....	141
O.	MEDICAL EXPENSE DEDUCTION.....	141
1.	Amount of Expense.....	141
2.	Eligible Household.....	142
3.	Qualified Expenses.....	142
4.	Unreimbursed Expenses.....	142
5.	Expenses Incurred in Past Years.....	142
P.	DISABILITY ASSISTANCE EXPENSES.....	142
1.	Attendant Care.....	142
2.	Auxiliary Apparatus.....	142
3.	Family Member is a Person with Disabilities.....	143
4.	Family Member(s) Permitted to Work.....	143
5.	Unreimbursed Expenses.....	143
Q.	CHILD CARE EXPENSES.....	143
1.	Eligible Child.....	143
2.	Unreimbursed Expense.....	144
3.	Pursuing an Eligible Activity.....	144
4.	Allowable Type of Child Care.....	144
5.	Reasonableness of Expenses.....	145
<b>CHAPTER 12 – REEXAMINATIONS</b> .....		<b>146</b>
A.	ELIGIBILITY FOR CONTINUED OCCUPANCY.....	146
B.	REGULAR REEXAMINATION.....	146
1.	Annual Reexaminations for Families Paying Flat Rent.....	147
C.	Criminal Background Checks for Existing Families.....	147
1.	Criminal Background Check Procedures For Existing Families.....	147
2.	Change in Apartment Size.....	149
3.	Changes in Family and Household Composition.....	149
4.	New Family and Household Members.....	150
5.	Departure of a Family or Household Member.....	151
6.	Changes in Income.....	151
7.	Interim Increase in Rent.....	152
8.	Interim Decrease in Rent.....	153
9.	Decrease in Income Due to Imputed Welfare Income.....	153
10.	Zero Income.....	153
E.	Over-Income Households.....	160
F.	Administrative Requirements for Annual , Interim Re- Examinations.....	161
1.	Document Requirements.....	<a href="#">154155</a>
2.	Missed Appointments and Deadlines.....	155
3.	Effective Date of Rent Adjustments.....	155
<b>CHAPTER 13 – INSPECTION, REPAIR, AND MAINTENANCE OF DWELLING UNITS</b> .....		<b><a href="#">156157</a></b>
A.	TYPES OF INSPECTIONS.....	<a href="#">156157</a>

B.	MOVE-IN INSPECTION .....	<u>156457</u>
C.	ANNUAL INSPECTIONS .....	<u>156457</u>
D.	MOVE-OUT INSPECTION .....	<u>157458</u>
E.	QUALITY CONTROL INSPECTIONS .....	<u>157458</u>
F.	HOUSEKEEPING INSPECTIONS .....	<u>158459</u>
G.	SPECIAL INSPECTIONS .....	<u>158459</u>
H.	NOTICE OF ENTRY FOR INSPECTIONS.....	<u>159460</u>
I.	EMERGENCY ENTRY OTHER THAN FOR INSPECTION OR REPAIR .....	<u>159460</u>
J.	SCHEDULING OF INSPECTIONS .....	<u>159460</u>
K.	NOTICE, ENTRY OF UNITS TO CONDUCT REPAIRS OR MAINTENANCE .....	<u>159460</u>
L.	REQUESTING AND SCHEDULING REPAIRS OR MAINTENANCE .....	<u>161462</u>
M.	RRHA AFTER-HOURS REPAIR PROCEDURES.....	<u>162463</u>
N.	PEST CONTROL ACTIVITIES .....	<u>163464</u>
O.	SMOKE DETECTORS .....	<u>164465</u>
P.	PROCEDURES REGARDING CERTAIN UNSAFE OR UNSANITARY DWELLING UNITS .....	<u>164465</u>
<b>CHAPTER 14 - LEAD BASED PAINT POLICY .....</b>		<b><u>166467</u></b>
A.	BACKGROUND .....	<u>166467</u>
B.	REASON(S) FOR THE POLICY.....	<u>166467</u>
C.	WHY COMPLIANCE WITH THE POLICY IS IMPORTANT .....	<u>167468</u>
D.	WHO IS GOVERNED BY THIS POLICY? .....	<u>168469</u>
E.	WHO SHOULD KNOW THIS POLICY .....	<u>168469</u>
F.	EXEMPTIONS TO THIS POLICY .....	<u>169470</u>
G.	POLICY TEXT .....	<u>169470</u>
H.	DISCLOSURE REQUIREMENTS FOR SELLERS AND LESSORS (24 C.F.R. § 35.88) .....	<u>169470</u>
I.	OPPORTUNITY TO CONDUCT AN EVALUATION (24 C.F.R. § 35.90).....	<u>170471</u>
J.	CERTIFICATION AND ACKNOWLEDGMENT OF DISCLOSURE (24 C.F.R. § 35.92) .....	<u>171472</u>
	1. <i> Seller Requirements</i> .....	<u>171472</u>
	2. <i> Lessor Requirements</i> .....	<u>172473</u>
	3. <i>Retention of certification and acknowledgment information</i> .....	<u>173474</u>
K.	DE MINIMIS LEVELS.....	<u>173474</u>
L.	LEAD TRIGGERED ACTIVITY .....	<u>174475</u>
M.	COURSE OF ACTION .....	<u>174475</u>
N.	EVALUATION OF RRHA PROPERTIES (24 C.F.R. § 35.1115) .....	<u>174475</u>
O.	EVALUATION AND HAZARD REDUCTION BEFORE ACQUISITION AND DEVELOPMENT (24 C.F.R. § 35.1125) .....	<u>175476</u>
P.	LEAD HAZARD EVALUATION METHODS AND QUALIFICATIONS .....	<u>176477</u>
Q.	HAZARD REDUCTION.....	<u>176477</u>
R.	LEAD HAZARD REDUCTION METHODS .....	<u>177478</u>
S.	SAFE WORK PRACTICES (24 C.F.R. § 35.1350) .....	<u>179480</u>
	1. <i> Prohibited Methods of Paint Removal (24 C.F.R. § 35.140)</i> .....	<u>179480</u>
T.	OCCUPANT PROTECTION (24 C.F.R. § 35.1345) .....	<u>179480</u>
U.	WORKSITE PREPARATION (24 C.F.R. § 35.1345) .....	<u>180481</u>
V.	SPECIALIZED CLEANING.....	<u>180481</u>
W.	WORKER PROTECTION.....	<u>180481</u>
X.	CHILD WITH AN ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL (24 C.F.R. § 35.1130) .....	<u>181482</u>
Y.	LEAD HAZARD CRITERIA.....	<u>182483</u>
Z.	RESOURCES ON LEAD BASED PAINT REGULATIONS .....	<u>183484</u>
<b>CHAPTER 15 - TRANSFER POLICY .....</b>		<b><u>185486</u></b>
A.	THE TRANSFERRING OF SECURITY DEPOSITS.....	<u>185486</u>
B.	MANDATORY TRANSFERS.....	<u>186487</u>
C.	ADMINISTRATIVE TRANSFERS.....	<u>186487</u>
D.	EMERGENCY TRANSFERS .....	<u>186487</u>



E.	MODERNIZATION, REVITALIZATION, REHABILITATION, DISPOSITION OR DEMOLITION.....	187489
F.	REASONABLE ACCOMMODATION.....	<a href="#">ERROR! BOOKMARK NOT DEFINED.190</a>
G.	TRANSFERS OF NON-DISABLED FAMILIES .....	188490
H.	TRANSFERS REQUIRED BY OCCUPANCY STANDARDS (“OVER-HOUSED”/”UNDER-HOUSED” FAMILIES).....	189491
I.	TRANSFERS FOR FAMILIES WITH MINOR CHILDREN IN ELDERLY UNITS.....	189491
J.	DESIGNATED HOUSING VOLUNTARY TRANSFERS.....	189491
K.	INCENTIVE TRANSFERS.....	<a href="#">ERROR! BOOKMARK NOT DEFINED.191</a>
L.	VOLUNTARY TRANSFERS .....	<a href="#">ERROR! BOOKMARK NOT DEFINED.193</a>
M.	HIERARCHY OF TRANSFERS .....	189493
N.	VERIFICATION OF RESIDENT-INITIATED TRANSFERS.....	189493
	VERIFICATION OF RRHA- INITIATED TRANSFERS.....	200
P.	TRANSFER SCREENING/GOOD STANDING CRITERIA .....	190494
Q.	PROCESSING TRANSFERS.....	190494
R.	APARTMENT OFFERS.....	191495
	GOOD CAUSE REFUSAL OF APARTMENT OFFERS.....	201
T.	COST OF TRANSFERS .....	192496
U.	TRANSFER PROCESSING REQUEST FORM .....	192496
V.	UNIT OFFER ACCEPTANCE OR REFUSAL.....	193497
W.	PROCESSING IN AND OUT OF DEVELOPMENTS.....	194498
X.	RENT ADJUSTMENTS.....	194498
Y.	REEXAMINATION DATE.....	194498
Z.	TRANSFERRING FAMILY’S FILE.....	194499
AA.	SITE-BASED REQUIREMENTS.....	195499
<b>CHAPTER 16 RELOCATION POLICY.....</b>		<b>196200</b>
A.	RELOCATION PLAN.....	196200
B.	FEDERAL REQUIREMENT FOR RELOCATION .....	197201
C.	GOALS OF RELOCATION .....	198202
D.	RESIDENT EMPLOYMENT OPPORTUNITIES.....	198202
<b>I. ELIGIBILITY FOR RELOCATION ASSISTANCE .....</b>		<b>198202</b>
A.	ELIGIBLE RESIDENTS .....	198202
B.	NON-ELIGIBLE RESIDENTS .....	199203
C.	SPLIT HOUSEHOLDS .....	200204
D.	UNAUTHORIZED RESIDENTS.....	200204
E.	HARDSHIP EXCEPTION .....	201205
<b>II. RELOCATION BENEFITS .....</b>		<b>201205</b>
A.	SUMMARY OF BENEFITS.....	201205
B.	REPLACEMENT HOUSING .....	204208
C.	DEFINITION OF “COMPARABLE” UNIT.....	204208
D.	HOUSEHOLD FREEDOM OF CHOICE .....	205209
E.	CALCULATING BENEFITS.....	205209
F.	REPLACEMENT HOUSING PAYMENT (RHP).....	205209
G.	VESTING OF RHP .....	206210
H.	MOST RHPs WILL BE ZERO .....	206210
I.	PRIVATE MARKET RENTERS AND OWNERS.....	206210
J.	EXAMPLES OF RHP CALCULATIONS .....	207211
K.	MOVING COSTS.....	208212
L.	MOVING HOUSEHOLD BELONGINGS.....	209213
M.	OTHER MOVING EXPENSES .....	210214
N.	DOWN PAYMENT ASSISTANCE FOR HOMEOWNERSHIP.....	210214
O.	HOUSING SEARCH ASSISTANCE.....	211214

P.	HARD-TO-HOUSE HOUSEHOLDS OR HOUSEHOLDS WITH SPECIAL NEEDS .....	<a href="#">211215</a>
Q.	ONE-ON-ONE INTERVIEWING AND COUNSELING .....	<a href="#">212216</a>
R.	TENANT REFERENCES .....	224
S.	COORDINATION WITH CASE MANAGEMENT AND TRANSITIONS SERVICES.....	<a href="#">212216</a>
<b>III.</b>	<b>RE-OCCUPANCY CRITERIA FOR RETURNING HOUSEHOLDS - PRELIMINARY .....</b>	<a href="#">212216</a>
A.	ELIGIBILITY FOR PREFERENCE .....	<a href="#">212216</a>
B.	PRIORITY FOR CONSIDERATION FOR A UNIT .....	<a href="#">213216</a>
C.	NOTIFICATION OF NEW UNIT AVAILABILITY.....	<a href="#">213217</a>
D.	SELECTION CRITERIA FOR RE-OCCUPANCY AT A NEW SITE.....	<a href="#">214218</a>
<b>IV.</b>	<b>GRIEVANCE PROCEDURES .....</b>	<a href="#">216219</a>
<b>V.</b>	<b>RELOCATION PROCEDURES .....</b>	<a href="#">216220</a>
A.	RESIDENT RELOCATION PREFERENCES.....	<a href="#">216220</a>
B.	NOTIFICATION PROCESS.....	<a href="#">216220</a>
C.	STANDARD FOR ISSUING NOTICES .....	<a href="#">217221</a>
D.	DOCUMENTATION .....	<a href="#">217221</a>
E.	RELOCATION INTAKE PROCESS .....	<a href="#">218221</a>
F.	MOVING PROCESS.....	<a href="#">220224</a>
G.	PACKING ASSISTANCE.....	<a href="#">221225</a>
H.	PAYMENT PROCESS.....	<a href="#">221225</a>
I.	REQUEST AND PROCESS RELOCATION PAYMENT .....	<a href="#">222225</a>
<b>VI.</b>	<b>RECORD KEEPING AND DATA COMPILATION .....</b>	<a href="#">222226</a>
A.	CONFIDENTIALITY OF RECORDS.....	<a href="#">222226</a>
B.	DATA COMPILATION .....	<a href="#">222226</a>
<b>CHAPTER 17 - PET POLICY .....</b>	<a href="#">224228</a>	
A.	EXCLUSION FOR SERVICE ANIMALS.....	<a href="#">224228</a>
B.	EXCLUSION FOR ASSISTANCE ANIMALS.....	<a href="#">225229</a>
D.	CARE AND HANDLING OF SERVICE AND ASSISTANCE ANIMALS .....	<a href="#">226230</a>
E.	MANDATORY RULES FOR RESIDENTS WITH PETS .....	<a href="#">227231</a>
	1. <i>Registration</i> .....	<a href="#">227231</a>
F.	DOGS.....	<a href="#">227231</a>
G.	CATS.....	<a href="#">228232</a>
H.	SPAYING AND NEUTERING.....	<a href="#">228232</a>
I.	BIRDS.....	<a href="#">228232</a>
J.	FISH.....	<a href="#">228232</a>
K.	RODENTS.....	<a href="#">228232</a>
L.	INOCULATIONS/VACCINATIONS .....	<a href="#">228232</a>
M.	LICENSING.....	<a href="#">229233</a>
N.	SANITARY CONDITIONS.....	<a href="#">229233</a>
O.	GENERAL PROVISIONS .....	<a href="#">229233</a>
P.	CONTROL OF ANIMAL.....	<a href="#">230234</a>
Q.	UNATTENDED PETS.....	<a href="#">231235</a>
R.	PROHIBITED PETS .....	<a href="#">231235</a>
R.	PET POLICY VIOLATION PROCEDURES .....	<a href="#">232236</a>
S.	NOTICE OF PET POLICY VIOLATION .....	<a href="#">232236</a>
R.	PET POLICY VIOLATION PRIVATE CONFERENCE .....	<a href="#">232236</a>
S.	NOTICE FOR PET REMOVAL .....	<a href="#">233237</a>
T.	INITIATION OF PROCEDURES TO REMOVE A PET OR TERMINATE THE PET OWNER'S TENANCY .....	<a href="#">233237</a>
U.	PET FEES, DEPOSITS REQUIRED; SCHEDULE OF PET FEES AND DEPOSIT FEES .....	247

V.	PET FEES .....	<u>233237</u>
W.	PAYMENT OF NON-REFUNDABLE PET FEE AND PET DEPOSIT IN GENERAL OCCUPANCY DEVELOPMENTS.....	<u>234238</u>
X.	USE AND REFUND OF PET DEPOSITS: GENERAL OCCUPANCY DEVELOPMENTS .....	<u>234238</u>
Y.	PAYMENT OF NON-REFUNDABLE PET FEE: ELDERLY/DISABLED DEVELOPMENTS .....	<u>234238</u>
Z.	PAYMENT OF REFUNDABLE PET DEPOSIT: ELDERLY/DISABLED DEVELOPMENTS .....	<u>235239</u>
AA.	USE AND REFUND OF REFUNDABLE PET DEPOSIT: ELDERLY/DISABLED DEVELOPMENTS.....	<u>235239</u>
<b>CHAPTER 18 - COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT (CSSR) POLICY .....</b>		<b><u>236240</u></b>
A.	COMMUNITY SERVICE .....	<u>236240</u>
B.	COMMUNITY SERVICE EXAMPLES OF ELIGIBLE ACTIVITIES: .....	<u>236240</u>
C.	ECONOMIC SELF SUFFICIENCY .....	<u>237241</u>
D.	SELF-SUFFICIENCY – EXAMPLES OF ELIGIBLE ACTIVITIES .....	<u>237241</u>
E.	EXEMPT RESIDENTS .....	<u>238242</u>
F.	RESIDENT RESPONSIBILITIES AT LEASE EXECUTION OR RE-EXAMINATION.....	<u>239243</u>
G.	RRHA ANNUAL REEXAMINATION PROCESS .....	<u>239243</u>
H.	RESIDENTS LIVING IN RRHA COMMUNITIES MANAGED BY OTHER AGENCIES.....	<u>240244</u>
I.	PROCESS FOR OBTAINING AN EXEMPTION .....	<u>240244</u>
J.	COMMUNITY SERVICE .....	<u>241245</u>
K.	RESIDENT-GENERATED COMMUNITY SERVICE .....	<u>241245</u>
L.	RRHA VOLUNTEERS .....	<u>242246</u>
M.	RRHA OBLIGATIONS.....	<u>242246</u>
N.	NONCOMPLIANT RESIDENTS:.....	<u>243247</u>
O.	ENFORCEMENT DOCUMENTATION .....	<u>243247</u>
<b>CHAPTER 19 - DEBTS TO RRHA .....</b>		<b><u>244248</u></b>
A.	PAYMENT AGREEMENT FOR FAMILIES.....	<u>244248</u>
B.	LATE PAYMENTS.....	<u>245249</u>
C.	TRANSFER REQUESTS .....	<u>245249</u>
D.	CERTAIN REPAYMENT AGREEMENTS NOT AUTHORIZED .....	<u>245249</u>
E.	GUIDELINES FOR PAYMENT AGREEMENTS .....	<u>245249</u>
F.	SPECIAL REPAYMENT AGREEMENTS.....	<u>245249</u>
G.	DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION .....	<u>246250</u>
H.	WRITING OFF DEBTS.....	<u>246250</u>
I.	NOTICE OF SATISFACTION .....	<u>246250</u>
J.	RECONCILIATION OF ACCOUNTS OF VACATED TENANTS .....	<u>246250</u>
K.	REPORTING OF DEBTS OWED TO RRHA AT END OF PARTICIPATION .....	<u>247251</u>
O.	DISPUTING REPORTED DEBT OR TERMINATION INFORMATION .....	<u>248252</u>
<b>CHAPTER 20 - PROGRAM INTEGRITY .....</b>		<b><u>249253</u></b>
A.	CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.....	<u>251253</u>
B.	STEPS RRHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD.....	<u>251253</u>
C.	STEPS RRHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD.....	<u>252254</u>
D.	RRHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.....	<u>253255</u>
E.	HOW RRHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD .....	<u>253255</u>
F.	PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY RRHA.....	<u>254256</u>
G.	CONCLUSION OF RRHA'S INVESTIGATIVE REVIEW.....	<u>254256</u>
H.	EVALUATION OF THE FINDINGS.....	<u>254256</u>
I.	ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED .....	<u>255257</u>
J.	RESIDENT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS .....	<u>256258</u>
<b>CHAPTER 21 - LEASE TERMINATION .....</b>		<b><u>258260</u></b>
A.	VOLUNTARY TERMINATIONS.....	<u>258260</u>
B.	TERMINATION OF LEASE FOR NONPAYMENT OF CURRENT OR RETROACTIVE RENT:.....	<u>259261</u>

C.	TERMINATION OF LEASE FOR VIOLATIONS OTHER THAN NON-PAYMENT OF RENT, CRIMINAL ACTIVITY, OR HEALTH AND SAFETY	<u>260262</u>
D.	EMERGENCY TERMINATION	<u>262264</u>
E.	PUBLIC SAFETY INTERDICTION	<u>265</u>
F.	MOVE-OUT CHARGES	<u>271</u>
G.	NON-RENEWAL OF LEASE	<u>272271</u>
<b>CHAPTER 22 - EVICTION POLICY AND PROCEDURES</b>		<u>273272</u>
A.	CAUSES FOR EVICTION	<u>273272</u>
B.	WHEN EVICTION MAY OCCUR	<u>273272</u>
C.	PHYSICAL EVICTION OF RESIDENTS	<u>274273</u>
1.	ACTION BY PROPERTY MANAGEMENT:	<u>274273</u>
2.	ACTIONS BY MAINTENANCE SUPERVISOR:	<u>274273</u>
<b>CHAPTER 23 - TENANT GRIEVANCE PROCEDURE</b>		<u>276275</u>
<b>I. SELECTING THE HEARING OFFICER OR HEARING PANEL:</b>		<u>276275</u>
A.	NOMINATIONS	<u>276275</u>
B.	SUBMITTAL FOR COMMENTS	<u>277276</u>
C.	APPOINTMENT	<u>277276</u>
<b>II. DEFINITIONS [24 C.F.R. § 966.53]</b>		<u>277276</u>
A.	GRIEVANCE:	<u>277276</u>
B.	COMPLAINANT:	<u>277276</u>
C.	ELEMENTS OF DUE PROCESS:	<u>277276</u>
D.	HEARING OFFICER:	<u>278277</u>
AN IMPARTIAL PERSON SELECTED BY RRHA, OTHER THAN THE PERSON WHO MADE OR APPROVED THE DECISION UNDER REVIEW (OR A SUBORDINATE OF SUCH PERSON). THE HEARING OFFICER IS A PERMANENT OFFICER OF RRHA WHO IS HIRED AND SPECIALLY TRAINED TO SERVE THIS PARTICULAR PURPOSE		<u>278277</u>
E.	HEARING PANEL:	<u>278277</u>
F.	TENANT:	<u>278277</u>
G.	MANAGEMENT:	<u>278277</u>
<b>III. APPLICABILITY [24 C.F.R. § 966.51]</b>		<u>278277</u>
A.	GRIEVANCE PROCEDURE	<u>278277</u>
B.	TENANT DISPUTES	<u>278277</u>
C.	GENERAL POLICY DISPUTES	<u>278277</u>
D.	NON-GRIEVABLE LEASE VIOLATIONS	<u>279278</u>
<b>IV. INFORMAL SETTLEMENT OF GRIEVANCE [24 C.F.R. § 966.54]</b>		<u>279278</u>
A.	REQUEST FOR INFORMAL CONFERENCE	<u>279278</u>
B.	INFORMAL CONFERENCE; NOTICE OF DECISIONS	<u>280279</u>
<b>V. PROCEDURE TO OBTAIN A FORMAL GRIEVANCE HEARING</b>		<u>280279</u>
A.	REQUEST FOR FORMAL HEARING	<u>280279</u>
B.	FAILURE TO REQUEST HEARING	<u>280279</u>
C.	HEARING OFFICER/HEARING PANEL	<u>280279</u>
D.	INFORMAL CONFERENCE REQUIREMENT	<u>281280</u>
E.	ESCROW DEPOSIT	<u>281280</u>
F.	SCHEDULING OF HEARING AND NOTICE	<u>291</u>
<b>VI. PROCEDURES GOVERNING THE FORMAL HEARING (24 C.F.R. § 966.56)</b>		<u>282281</u>
A.	HEARING	<u>282281</u>

B.	DUE PROCESS.....	<u>282281</u>
C.	COMPLAINANT'S WITNESSES.....	<u>283282</u>
D.	PRECEDENT.....	<u>283282</u>
E.	FAILURE TO APPEAR.....	<u>283282F</u>
	..SCOPE OF HEARING: BURDEN OF PROOF.....	292
G.	ACCOMMODATION OF PERSONS WITH DISABILITIES.....	<u>284283</u>
<b>VII.</b>	<b>DECISION OF THE HEARING OFFICER/HEARING PANEL [24 C.F.R. § 966.57] .....</b>	<b><u>284283</u></b>
A.	WRITTEN DECISION .....	<u>284283</u>
B.	FINAL DECISION [24 C.F.R. § 966.57(b)].....	<u>285284</u>
<b>CHAPTER 24 - CRIMINAL RECORDS MANAGEMENT POLICY .....</b>		<b><u>286285</u></b>
A.	ACQUISITION .....	<u>286285</u>
B.	MAINTENANCE .....	<u>286285</u>
C.	DISPOSITION .....	<u>286285</u>
	<b>Exhibit #1: Limited English Proficiency Language Policy.....</b>	<b>296</b>
	<b>Exhibit #2: Reasonable Accommodation Procedures.....</b>	<b>307</b>
	<b>Exhibit #3: 2021-2022 Rules and Regulations.....</b>	<b>321</b>
	<b>Exhibit #4: List of Standard Charges.....</b>	<b>328</b>
	<b>Exhibit #5: Sample Notice of Eligibility for Relocation Assistance.....</b>	<b>335</b>
	<b>Exhibit #6: Request for Informal Conference to Discuss Tenant Grievance.....</b>	<b>336</b>
	<b>Exhibit #7: Receipt of Request for Informal Conference to Discuss Tenant Grievance.....</b>	<b>337</b>
	<b>Exhibit #8: Summary of Informal Conference to Discuss Tenant Grievance.....</b>	<b>338</b>
	<b>Exhibit #9: Procedures for Formal Grievance Hearing.....</b>	<b>340</b>

DRAFT

## ***CHAPTER 1 – STATEMENT OF POLICIES AND OBJECTIVES***

### **Purpose; Applicable Law; Rules of Construction:**

The Richmond Redevelopment and Housing Agency may be referred to interchangeably as "the PHA," "the Housing Authority," "the Authority," or "RRHA" throughout this document.

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Richmond Redevelopment and Housing Authority (RRHA) Personnel Policy and this Admissions and Continued Occupancy Policy (hereafter, this "Policy" or this "ACOP"). The administration of the RRHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD), and all other law, whether currently in effect or later created or amended, which is applicable to the administration of RRHA's low-income public housing program (hereafter, individually and collectively, "applicable law"). Such applicable law may include, without limitation, the statutes of the United States and Virginia Codes, the regulations of the U.S. Code of Federal Regulations, and any HUD guidance or policy which carries the force and effect of law. This ACOP is expressly subordinate to all applicable law.

In the event there is any conflict between the provisions of this ACOP and any applicable law, then such applicable law shall supersede and prevail. In the event that there is any conflict among the individual provisions of this ACOP, then such conflict shall be resolved by reference to those applicable laws most relevant to the area of inquiry. In the event that there is any conflict among applicable laws, then such conflict shall be resolved using generally applicable conflicts-of-law principles. RRHA reserves its right to exercise the broadest discretion permitted by applicable law in the administration of its low-income public housing program. Unless the exercise of such discretion is specifically limited by applicable law or the express provisions of this ACOP, RRHA and its agents reserve all right to resolve disputes arising within RRHA's low-income public housing program using their reasonable discretion and judgment.

Pursuant to 24 C.F.R. § 966.4(f) (4), Va. Code § 55.1-1228, and other applicable law, this Admissions and Continued Occupancy Policy ("ACOP"), as it may in the future be amended and including all exhibits and attachments hereto, is expressly incorporated by reference into each existing Dwelling Lease between RRHA and any family for any public housing unit as if laid out in full within such Dwelling Lease. The terms and provisions of this ACOP, as the same may be in the future amended and along with any exhibits or attachments hereto, shall be considered substantive terms of such Dwelling Lease any violation thereof may result in termination of such Dwelling Lease in accordance with applicable law.

The effective date of this ACOP shall be October 1 of the year first stated on the cover page attached hereto, or such earlier or later time as this ACOP is approved

by RRHA's Board of Commissioners and by HUD in accordance with 24 C.F.R., Part 903, and shall remain in full force and effect until this ACOP is revoked, revised, amended, or superseded by RRHA's Board of Commissioners, and approved by HUD, in accordance with such regulation.

For reference only, federal regulations applicable to the low-income public housing program include those found in **24 C.F.R., Parts 1, 5, 8, 100, 902, 945, 960, 965, and 966 (Code of Federal Regulations)**.

**A. Mission Statement:**

To be the catalyst for quality Affordable Housing and Community Revitalization

**B. Goals**

1. "Revitalized Residential & Commercial Communities; Create healthy and stable communities."
2. "Economic Opportunities; Foster and create business and investment opportunities."
3. "Efficiency and Fiscal Responsibility; Be a responsible steward of financial and programmatic operations."
4. "Quality Customer Service; Provide courteous, competent and timely service."

**C. Objectives**

1. Revitalized residential and commercial communities.
2. Create and improve quality affordable housing.
3. Develop mixed use / mixed income planned communities.
4. De-concentrate poverty
5. Economic opportunities
6. Support city wide economic development
7. Develop opportunities for client capacity building.
8. Efficiency and fiscal responsibility
9. Meet all program requirements - outcomes and financial targets.
10. Effective data management
11. Manage/Improve processes
12. Manage human resources.
13. Develop new sources of revenue.
14. Quality customer service
15. Foster a learning culture
16. Service orientation

It is the mission of the RRHA to provide affordable housing to eligible people within our community while creating and promoting opportunities for independence, self-sufficiency, and an improved quality of life. Our organization is committed to teamwork that values integrity, initiative, innovation, and trust. RRHA's goals are to maximize housing opportunities for eligible persons, to facilitate opportunities for self-sufficiency of the residents, and to create a team-based environment that promotes communication and development of all employees.

***D. Property Management and Assisted Housing Team Mission Statement***

Provide and manage decent, safe, and affordable housing, promote diversity and present opportunities for customer self-sufficiency.

***E. Property Management and Assisted Housing Team Guiding Principles***

1. Ensure the delivery of quality services through knowledgeable and skilled staff.
2. Conduct business in a professional and trustworthy manner.
3. Treat each customer with respect and sensitivity.
4. Strengthen team collaboration through respect and value of individual members.
5. Provide creative and innovative ways to improve service delivery.

***F. Local Objectives***

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that RRHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

1. To provide improved living conditions for very low- and low-income families while maintaining their rent payments at an affordable level. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families.
2. To avoid concentrations of economically and socially deprived families in any one or all of the RRHA's public housing developments.
3. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to RRHA employees.
4. To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income in RRHA's jurisdiction.



5. To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
6. To provide housing for a diverse income group.
7. To facilitate the judicious management of RRHA's housing inventory, and the efficient management of RRHA staff.
8. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability, or familial status.

### ***G. Purpose of Policy***

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for RRHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the U.S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and RRHA.

RRHA's Board of Commissioners must approve the original policy and any changes. Required portions of this Plan are provided to HUD.

RRHA shall not permit these policies to be subverted to do personal or political favors. Further, RRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List [24 C.F.R. § 960.206(e)]. RRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in RRHA's ACOP.

### ***H. Public Housing Management Assessment System (PHAS) Objectives***

[24 C.F.R., Parts 901 & 902]

RRHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that RRHA is using its resources in a manner that reflects its commitment to quality and service. RRHA policies and practices are consistent with the Public Housing Assessment System (PHAS) regulations. RRHA is continuously assessing its program and consistently strives to make improvements. The RRHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. RRHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

### ***I. Federal Privacy Act***

RRHA's practices and procedures are designed to safeguard the privacy of applicants and residents. Applicants and residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

RRHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information. As to any data or records which might identify a recipient of RRHA housing assistance, RRHA observes all requirements of the Federal Privacy Act of 1974 (5 U.S.C. § 552a *et seq.*) as if it were an "agency" within the meaning of such Act, and the requirements thereof are incorporated into this ACOP as if explicitly laid out herein. Files will never be left unattended or placed in common areas.

Criminal Background check information will be kept in a separate file with access only by persons authorized by RRHA. Upon making a determination of eligibility, the criminal background check information will be destroyed, unless it must be retained, pending appeal or court action.

DRAFT

## **CHAPTER 2 - FAIR HOUSING POLICY**

This policy is developed for RRHA's application and selection, and housing discrimination complaints.

### **A. Application and Selection**

It is the policy of the Richmond Redevelopment and Housing Authority (RRHA) to accept applications for housing from all persons regardless of race, color, religion, sex, national origin, source of income, familial status, disability, elderliness, gender identity, sexual orientation, or military status. In the selection and admission of tenants RRHA will not discriminate because of race, color, religion, sex, national origin, source of income, familial status, disability, elderliness, gender identity, sexual orientation, or military status. RRHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. RRHA will make such physical and/or procedural changes as will reasonably accommodate people with disabilities. No quotas or other devices, except as necessitated by allocation of units to ranges of specified rent, will be established to limit the number of such families in residence. Submission of applications to ensure that all housing operated by this Authority will be available for assignment in accordance with established Authority preferences, where applicable, and date and time of application.

### **B. Nondiscrimination**

It is the policy of RRHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act and the Fair Housing Amendments and any state and local Fair Housing laws and ordinances, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

RRHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, elderliness, national origin, gender identity, sexual orientation, source of funds, or military status in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

RRHA shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, national origin, elderliness, gender identity, sexual orientation, military status, or source of funds:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to their needs.
2. Provide housing that is different than that provided to others.
3. Subject a person to segregation or disparate treatment.

4. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Deny a person access to the same level of services.
7. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.

RRHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

RRHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, RRHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

RRHA shall not permit these policies to be subverted to do personal or political favors. Further, RRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List. [24 C.F.R. § 960.206(e)] RRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in RRHA's ACOP.

RRHA records with respect to applicants for admission shall indicate for each application the date of receipt, the determination of eligibility or non-eligibility, the preference rating if any, and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

### ***C. Affirmative Marketing***

As conditions may require, RRHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. RRHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts RRHA may engage in depending on the situation are the following:

1. Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.
2. Special outreaches to minorities, persons with disabilities and very low-income families.
3. Distribute pamphlets and brochures.
4. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other agency community service providers.
5. Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people, and survivors of domestic violence.

RRHA will monitor the benefits received as a result of the above activities and will increase or decrease the outreach activities as response dictates.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. RRHA's materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc.

#### **D. Translation of Documents**

For RRHA's policies related to the translation of documents into languages other than English to accommodate participants with Limited English Proficiency ("LEP"), refer to RRHA's "Limited English Proficiency Language Policy" which is attached hereto as Exhibit #1 and incorporated into this ACOP by reference.

For RRHA's policies related to the translation of documents into an accessible format to accommodate applicants or participants with vision, hearing, or other disabilities, refer to RRHA's "Reasonable Accommodation Procedures" which are attached hereto as Exhibit #2 and incorporated into this ACOP by reference.

#### **E. Violence Against Women Reauthorization Act (VAWA) 2022**

The purpose of this policy is to implement applicable provisions of the Violence Against Women Act 2022 Reauthorized on March 15, 2022, and to set forth RRHA's policies providing housing protections for survivors of domestic violence, dating violence, sexual assault, and stalking. Notwithstanding its title, this policy applies to all ~~survivors~~ victims of the aforementioned acts regardless of sex, gender identity, or sexual orientation; as well as Native American and undocumented immigrant survivors of domestic violence, dating violence, sexual assault or stalking. VAWA 2022 provides for the filing and processing of individual VAWA complaints with its Office of Fair Housing and Equal Opportunity (FHEO) and informing covered housing providers of its authority to investigate potential violations of the applicable requirements in the housing provisions of VAWA. This policy shall be applied consistently with all nondiscrimination and fair housing requirements.

RRHA will provide a Notice of VAWA Occupancy Rights (Form HUD-5380) and Self-certification form (Form HUD-5382) to applicants and tenants:

- (1) At the time an applicant is denied admission.
- (2) At the time an individual is admitted to the program; and
- (3) With any notification of eviction or termination of assistance.

RRHA, in partnership with city agencies, will work to coordinate programs and services for children and adult victims:

##### **1. Denying Assistance to Domestic Violence, Dating Violence, Sexual Assault or Stalking Survivors**

No applicant to RRHA's Public Housing Program who has been a survivor of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program because of such status, if they are otherwise qualified. If an individual who is otherwise qualified for admission into the program has a personal history which contains adverse factors that result

directly from such domestic violence, dating violence, sexual assault, or stalking (for example, an adverse credit history or criminal record), the individual will be admitted into the program irrespective of such adverse factors.

**2. *Terminating Assistance of Domestic Violence, Dating Violence, Sexual Assault or Stalking Survivors and Offenders***

The Violence Against Women Act (VAWA) provides that “criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident’s household or any guest or other person under the resident’s control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate member of the resident’s family is the survivor or threatened victim of that domestic violence, dating violence, sexual assault or stalking.”

RRHA may exercise its authority to “terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the survivor of such violence who is also a resident or lawful occupant.” In instances where the perpetrator of violence is the only person in the household with established eligibility for the housing, RRHA will work to allow the remaining family members an opportunity to establish program eligibility. If the survivor is not eligible for the housing for a reason not resulting directly from such violence, RRHA must give the survivor “reasonable time” to find new housing or establish eligibility under another housing program.

VAWA does not limit RRHA’s authority to terminate the assistance of any participant if RRHA “can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident is not evicted or terminated from assistance.” To use “imminent threat” of harm to other residents as a reason for eviction of the survivor, the evidence must be real and objective—not hypothetical, presumed, or speculative.

RRHA will exhaust protective measures before eviction. Evictions can only take place after RRHA has taken actions that will reduce or eliminate the threat to the survivor, including, transferring the abuse survivor to a different home (see Emergency Transfer policy in Chapter 15), barring the abuser from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the abuser from acting on a threat. RRHA will exercise these measures by:

- a. Identifying program participants and survivors
- b. Coordinating internally and externally to assist in relocating the survivor and their family by making these persons priorities on the transfer lists.
- c. Working closely and in partnership with the City of Richmond Survivor/Witness Advocacy Office

- d. Assisting in providing and coordinating additional services as needed with various City and State agencies.

### **3. Survivor Documentation**

When a participant family is facing denial or termination of assistance because of the actions of a participant, household member, guest, or affiliated individual or other person under the participant's control and a participant claims that she or he is the survivor of such actions and that the actions are related to domestic violence, dating violence, sexual assault, or stalking, RRHA may require the individual to submit documentation affirming that claim.

Affiliated individual is defined to include "any other individual, tenant, lawful occupant living in the individual's household or intimate partner," not just a person related to the individual by blood or marriage.

RRHA will accept any one of the following methods for certification of a claim:

- a. Self-Certification - A completed HUD form 5382, HUD Forms 5066 or 9106, which RRHA will make available to a participating family upon request.
- b. Police, court, or administrative record - A Federal, State, tribal, territorial, local police, or court record.
- c. Statement from third party – A document signed by the individual and an employee, agent, or volunteer of a survivor service provider; an attorney; or a medical or a mental healthcare professional (individually and collectively, a "professional") from whom the individual has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse.

The document must specify, under penalty of perjury, that the professional believes the incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence", "dating violence", "sexual assault", or "stalking" in HUD's regulations at 24 C.F.R. § 5.2003.

When there is conflicting evidence, RRHA may ask for third party documentation.

- d. Statement or other evidence (at RRHA's discretion).

The time period to submit documentation is 14 business days after RRHA issues their written request. The 14-day deadline may be extended at RRHA's discretion. The name of the perpetrator may be requested only if the name is known and is safe to provide. If the individual does not provide the requested documentation within 14 business days, or the approved extension period, RRHA may, but is not required, choose not to grant any of the VAWA protections and may proceed with termination of assistance.

As permitted by applicable law, If RRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, RRHA will bypass the

standard process and proceed with the immediate termination of the family's tenancy.

#### **4. Terminating Assistance of a Domestic Violence Offender**

Although VAWA provides termination protection for survivors of domestic violence, dating violence, sexual assault, or stalking, it does not provide protection for offenders. RRHA may exercise its explicit authority to "terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the survivor of such violence who is also a resident or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if RRHA chooses to exercise this authority, RRHA will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.

When the actions of a participant, their family member, or an affiliated individual result in a decision to terminate the family's assistance, and another family member claims that the actions involve criminal acts of physical violence against family members or others, RRHA will request that the survivor submit the requested documentation in accordance with the stated timeframe. If the documentation is submitted within the required timeframe, or any approved extension period, RRHA will terminate only the offender's assistance. If the survivor does not provide acceptable documentation, as required, RRHA will proceed with termination of the family's assistance. If RRHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if the participant's tenancy is not terminated, RRHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Whether and to what extent RRHA may or must effect a bifurcation or partial termination of a public housing lease to implement the provisions of this section shall be governed by applicable Virginia law in all respects.

VAWA only covers tenant or individuals on the lease. Affiliated individuals not on a lease with RRHA are not protected by VAWA (e.g., VAWA does not apply to live-in aides).

Information requirements related the termination notices and VAWA can be found in Chapter 21 on Lease Termination.

#### **5. Confidentiality Requirements**

All information provided to RRHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a survivor of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, in a time-limited release, (b) is required for use in an eviction proceeding or hearing regarding termination of assistance, or (c) is otherwise required by applicable law. RRHA will maintain information regarding domestic violence, dating violence, sexual assault or stalking in a sealed envelope in the resident's file.



## ***F. Housing Discrimination Complaints***

If an individual wishes to make a complaint against discrimination by RRHA, the complaint may be filed with RRHA, the local Office of the U.S. Department of Housing and Urban Development (HUD), or The Virginia Fair Housing Office. If an individual files a complaint with only one agency, he or she is free at any time afterwards to file another complaint with the other agencies.

Addresses to which complaints should be sent are as follows:

### **Housing Compliance Officer**

Richmond Redevelopment and Housing Authority  
P. O. Box 26887  
Richmond, Virginia 23261-6887

### **Director**

Office of Fair Housing and Equal Opportunity  
Virginia State Office of the U. S. Department of Housing and Urban  
Development  
600 E. Broad Street 3<sup>rd</sup> Floor  
P. O. Box 90331  
Richmond, Virginia 23219

VAWA Complaint Processing – Individuals who believe they have been injured by VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using HUD'S FHEO online complaint form at [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint). FHEO will also accept VAWA complaints via mail, email, or telephone.

### **Administrator**

The Virginia Fair Housing Office  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400 Richmond, Virginia 23233

## ***G. Equal Access to Housing regardless of Sexual Orientation or Gender Identity***

Housing assisted by HUD or insured by FHA shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

### **24 C.F.R. § 5.105**

RRHA will not discriminate against people who identify as lesbian, gay, bisexual, or transgender/gender non-conforming (collectively, "LGBT").

Effective March 5, 2012, The Final Rule provides for equal access to HUD-assisted or –insured housing.

### **1. Eligibility for HUD-assisted or-insured housing**

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity or expression, or marital status.

**2. *Prohibition of inquiries on sexual orientation or gender identity***

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or sub-recipient of HUD funds may inquire about the sexual orientation or gender identity/expression of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying as a particular sexual orientation or gender identity/expression. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

DRAFT

## **CHAPTER 3 - REASONABLE ACCOMMODATIONS POLICY**

24 C.F.R. Part 8, 24 C.F.R. § 966.7(b)

### **PURPOSE**

The Richmond Redevelopment and Housing Authority (RRHA) is committed to operating all its housing programs in a fair and impartial way. In addition to requiring fairness and impartiality without regard to race, color, sex, sexual orientation, family responsibilities, national or ethnic origin, religion, age, personal appearance, familial status, marital status, political affiliation, source of income, elderliness, matriculation and place of residence or business, RRHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

For a statement of RRHA's policies and procedures related to reasonable accommodations, refer to RRHA's "Reasonable Accommodation Procedures" which are attached hereto as Exhibit #2 and incorporated into this ACOP by reference.

### **A. *Recertification \ Lease Renewal***

One hundred twenty (120) days before the date for recertification/lease renewal for a public housing resident, RRHA will provide a notice along with a package to the family to initiate the recertification/lease renewal process.

If requested as a reasonable accommodation by an individual with a disability, RRHA shall provide the notice of recertification/lease renewal in an accessible format.

RRHA shall also mail the notice to a third party, if requested as a reasonable accommodation for an individual with disabilities. This accommodation will be granted upon verification that it meets the need presented by the disability. The recertification/lease renewal package will include a Notice of Rights and Opportunities which will include a description of the following:

1. The right of a resident to request a reasonable accommodation for any member of the family who has a disability to allow the individual with a disability to better use the residence and RRHA's facilities and programs.
2. The right to file a grievance in accordance with RRHA's Public Housing Grievance Procedures. The right of residents to request a grievance hearing in matters such as reasonable accommodations or any issue in which the resident feels that RRHA has unfairly modified his/her rights, welfare, or status and about which the resident or participant has been unable to resolve with the property manager, the Housing Compliance Officer or the department involved.

Where personal interviews are required as part of the recertification/lease renewal process, individuals with disabilities who are unable to come to RRHA's offices may be granted an accommodation upon request. To accommodate the individuals' disability, RRHA may conduct the recertification/lease renewal interview at the individual's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

If the family does not cancel a recertification/lease renewal interview scheduled at the RRHA's offices or is not at home at the time of a scheduled home visit,

RRHA may initiate action to terminate the family's assistance. However, an exception may be granted if the family is able to document an emergency that prevented them from canceling or attending the interview or if requested as a reasonable accommodation for an individual with a disability.

DRAFT

## **CHAPTER 4 - APPLYING FOR ADMISSION**

### **Purpose**

The policy of RRHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement, and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but RRHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

### **A. How to Apply**

Families who wish to apply for any of RRHA's Public Housing developments must first submit an "initial" online application. Applications will be accepted in an accessible format upon request from a person with a disability.

RRHA uses a single waiting list for admission to its Public Housing program.

RRHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the RRHA.

Applicants are selected from the application pool according to preferences, date, and time of the preliminary application.

Duplicate applications will not be accepted. If another application is submitted, the original date and time will be used.

### **B. "Initial" Application Procedures**

RRHA will utilize an online application for the initial application. The application can be accessed by navigating to <https://www.rrha.com> and clicking the "APPLICANT PORTAL" link at the top of the page. Reasonable accommodations will be made available for individuals with a disability.

At a minimum, the online initial will contain questions designed to obtain the following information:

1. Names of head of household, spouse/co-head
2. Date and time of application
3. Names and ages of all members
4. Number of family members (used to estimate bedroom size needed)
5. Preferences
6. Street address and phone numbers
7. Mailing address (If PO Box or other permanent address)
8. Annual income

9. Source(s) of income received by household members•
10. Information regarding request for reasonable accommodation or for accessible unit
11. Social Security Numbers
12. Race/ethnicity

Initial applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed, and all information is verified.

Applicants are required to inform RRHA in writing via the applicant portal of changes in family composition, income, address, and phone number. Applicants are also required to respond to requests from RRHA to update information on their application, or to determine their continued interest in assistance. Failure to respond will result in the withdrawal of the application.

### ***C. Accessibility of the application process***

Persons with Disabilities and Disabled Family - RRHA must take a variety of steps to ensure that the application process is accessible to those individuals who might have difficulty complying with the normal, standard RRHA application process. This could include individuals with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). RRHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or RRHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of RRHA'S policies related to providing reasonable accommodations for an individual with a disability.

RRHA may require that a professional third party provide a written assessment that the applicant qualifies as an individual with a disability and specific accommodations due to their disability is required for them to have equal access to the program.

An applicant with a disability may request an alternate accommodation that will meet the need of the person if the nature of their disability is such that they cannot reasonably be expected to come complete the online application process. In addition to an applicant who may need assistance in the application process because of a disability, elderliness, or limited English proficiency, RRHA shall also endeavor to make the online application accessible to individuals without access to technology or with limited technological proficiency. By way of illustration only, RRHA may accomplish this by making on-site, internet-enabled computer terminals available to individuals desiring to complete an application, as well as offering in-person or virtual assistance with completing the online application.

Additionally, for any RRHA correspondence which this ACOP provides will be communicated to applicants or residents by email only, RRHA will also mail a paper copy of the correspondence to any individual for whom the initial emailed

correspondence was returned to RRHA as undeliverable. Such correspondence will be mailed to the individual at their last known mailing address on file with RRHA. In such a case, any response time or deadline by which the individual must respond to the RRHA correspondence will be measured starting with the date the correspondence was mailed, and not the date the initial email was sent.

#### ***D. Limited English Proficiency***

RRHA is required to take reasonable steps to ensure meaningful access to the programs and activities by persons with limited English proficiency [24 C.F.R. § 1]. Chapter 2 provides a full discussion on RRHA'S policies related to ensuring access to people with limited English proficiency (LEP).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants,

RRHA will provide translation services in accordance with RRHA's LEP Plan.

#### ***E. Placement on the waiting lists***

RRHA must only admit eligible families to the program.

RRHA must accept initial applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations. Where the family is determined to be ineligible, RRHA must notify the family in writing. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants in accordance with this policy.

No applicant has a right or entitlement to be placed on the waiting list, or to any particular position on the waiting list.

#### ***F. Eligible for Placement on the Waiting List***

Placement on the waiting list does not guarantee eligibility for the Public Housing program. Applicants on the waiting list are subject to additional eligibility verification in accordance with this policy.

Applicants placed on the waiting list will be advised that it is their responsibility to notify RRHA, in writing, of changes in address. Application changes must be completed via the online portal located at [www.rrha.com](http://www.rrha.com). If a notice or letter to the applicant is returned as undeliverable, the applicant will be withdrawn from the waiting list.

#### ***G. Ineligible for Placement on the Waiting List***

If RRHA can determine from the initial application that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, RRHA will send written notification of the ineligibility determination within 15 business days of receiving a complete application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review.

#### ***H. Rental Applicant Appeal Procedures***

If an applicant for housing owned or operated by RRHA is determined to be ineligible

for admission or not qualified for a RRHA-provided preference, the applicant has the right to question the reason for such determination. The Tenant Selection Office will state the reason for such determination in a letter to the applicant; however, the applicant may want verification, or may disagree with the reason. If this is the case, the applicant may request an informal review to review the matter.

Within 15 business days of being notified of ineligibility, the applicant must notify the Tenant Selection Office in writing to request an informal review. Upon receipt of the written notification, the Tenant Selection Office will forward the notification to the Hearing Officer who will send a letter confirming the informal review date and time within 15 business days from the receipt of the request.

The applicant will have the right to bring evidence, witnesses, legal, or other representatives at their expense. They will also reserve the right to review any related documents in the possession of RRHA and obtain copies at their own expense (25 cents per page).

The Hearing Officer should be notified at least two days prior to the hearing of copies of any documents of evidence being used during the hearing, and of the applicant's intent to bring witnesses, legal or other representatives.

At the informal review, the Hearing Officer will review the reason for the determination and the applicant will be given an opportunity to state his or her concerns. If during the informal review additional documentation is requested, the applicant will have 5 business days to submit the information. Failure to do so will result in a decision being made without the requested information. Within 15 business days from the date of the informal review, the Hearing Officer will render a decision as to whether the applicant should be given further consideration for admission or qualifies for preference. The applicant will be notified of the decision in writing, including a summary of the informal review, and a copy will be placed in the applicant's file. Whether in favor of the applicant or RRHA, all decisions will consider the law, HUD regulations, or Authority policy and procedure, and will not affect whatever rights the applicant may have to further appeals or a trial de novo in judicial proceedings.

## ***I. Family Break-up and remaining member of tenant family***

### ***1. Family Break-up***

RRHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, RRHA is bound by the court's determination of which family members continue to receive assistance. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.



## **2. Split Households Prior to Eligibility**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, RRHA will make the decision taking into consideration the following factors:

- a. The interest of any minor children, including custody arrangements.
- b. The interest of any ill, elderly, or disabled family members
- c. Any possible risks to family members as a result of domestic violence or criminal activity.
- d. Recommendations of Social Service Agencies, and
- e. Which family member applied as Head of Household.

## **J. Completion of a Full Application**

Once an applicant reaches the top of the waiting list in the manner provided in Chapter 6 of this ACOP, RRHA will send the applicant an email containing a link to begin the eligibility application process. The applicant and applicant's family members must complete and sign the online eligibility application as described herein within 15 business days of the date such email is issued.

If necessary, to accommodate applicants with disabilities or who belong to another protected class, a one-on-one or in-person eligibility interview may be conducted in lieu of the online application.

To complete the online eligibility application, an applicant must log into their Yardi Voyager portal account using their email address and password. The applicant must complete the online eligibility application. Applicants must upload all appropriate identity and eligibility documents (including, without limitation, birth certificates, Social Security cards, state IDs, etc.) and income verification documents. When all supporting documentation is uploaded, the applicant and all members of the applicant's family over the age of 18 years must review the online eligibility application and electronically sign where indicated.

Once the eligibility application has been submitted to RRHA, the application will be processed in order of the date and time such application was received to the Tenant Selection Office.

### **1. Requirement to Complete the Application Process**

Upon receipt of the completed online eligibility application, RRHA will check the applicant family's name(s) in EIV Debts Owed, against its log of Housing Choice Voucher (HCV), formerly known as Section 8, reimbursement agreements, and against the Public Housing accounts payable system to determine whether the applicant has past due balances owed to RRHA. Previous outstanding debts to RRHA or any PHA resulting from a previous tenancy in the public housing, HCV or assisted housing programs must be paid in full prior to admission. No applicant will be admitted to the Public Housing program that owes money to any PHA, as reported by EIV Debts Owed. If an applicant owes money to RRHA or another PHA, a demand letter will be mailed within 15 business days to pay the

full balance within 30 days of the letter. If the payment is not made during this timeframe the applicant will be found ineligible and RRHA will contact the applicant by email or by telephone informing him/her that the application has been withdrawn.

Applicants who fail to timely complete the online eligibility application must make a request for an extension of time no later than 15 business days from the original application deadline. The request must be made to the staff person who provided the due date.

If an applicant fails to timely complete the online eligibility application without prior approval of RRHA, their application will be rejected unless they can provide acceptable documentation to RRHA that an emergency prevented them from completing the application.

Reasonable accommodation will be made in the eligibility application process upon request for persons with a disability who require an advocate or accessible offices.

If an application is rejected due to failure to timely complete the online eligibility application, the applicant will be notified in writing and offered an opportunity to request an informal review.

In addition to the online eligibility application, all adult members must sign the HUD Form 9886, Release of Information, the application form, the declaration, and consents related to criminal background, citizenship/immigration status and any other documents required by RRHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide certification and release as required by RRHA.

Applicants will be required to provide all information requested by RRHA including information on their income, assets and on deductions claimed in the form of paystubs, computerized award letters for income received from government sources such as Temporary Assistance to Needy Families (TANF), court-ordered child support, social security, supplemental security income, unemployment compensation, bank statements, 401(k) statements, stock statements, and all other forms of income. Applicants will sign the appropriate releases for third party verification of income. RRHA will follow the verification guidance provided by HUD in PIH Notice 2010-19 Verification Guidance and subsequent guidance issued by HUD in PIH Notice 2013-03 and 2013-04 when verifying income. If any required information is missing, the family will be provided a list of the documentation required, which must be submitted to RRHA within 15 business days of notice to the applicant that the missing information is required. If the applicant is not able to timely provide the information, the application will be rejected.

The online eligibility application will be considered only if the head of household or spouse/co-head provides appropriate documentation of legal identity. If the family representative does not provide the required documentation, the application may be rejected.

Families are required to provide verification of social security numbers for all family members prior to admission. This requirement also applies to persons

joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who disclose their social security numbers but cannot provide verification must provide verification within 60 days, except elderly persons who must provide verification within 120 days.

As the final step of the eligibility determination, RRHA will run a criminal record check on all family members 18 years of age or older. Applicants are required to sign releases for such criminal record checks. In addition, RRHA will access records from the Dru Sjodin National Sex Offender Public website .

If RRHA determines upon review of the eligibility application that additional information or document(s) are needed, RRHA will request the document(s) or information. Third-party verification will be obtained in all cases when available, subject to the other provisions of this policy. Staff will document the file on attempting to obtain third party verification. After documenting the file that information cannot be verified by UIV, by written third party verification, written third party verification form, or oral third-party verification, the family will be given five (5) business days to supply the information. Family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the RRHA. Extensions may be given for extenuating circumstances such as information that must be obtained from out of state. If the information is not supplied in this time period, RRHA will provide the family a notification of denial for assistance. (See Chapter 23 regarding availability of applicant grievance procedures.)

Applicants who wish to receive deductions as allowed by 24 C.F.R. Part 5, for dependents, elderly/disabled status, unreimbursed health and medical care expenses, reasonable childcare and/or disability assistance expenses, will be required to provide information on the status and/or the unreimbursed expenses. RRHA will attempt to obtain third-party verifications of deductions prior to using applicant-supplied documents. Failure to provide such information will result in the family not being given the deduction.

If it is determined that an applicant who claims a preference does not meet the criteria to qualify for a preference, the applicant will be notified in writing and provided with the reasons for the determination. The applicant will be provided with the opportunity for an informal review.

After verification of the information provided and prior to selection, the application will be reviewed for compliance with RRHA's Selection Criteria. If the applicant is found to be eligible for admission, he or she shall be notified.

If the applicant is found to be ineligible, he or she will be notified and provided with the basis for the ineligibility determination. The applicant will be provided an opportunity for an informal review on the matter to be conducted by the Housing Compliance Officer for housing operations.

The program eligibility supervisor will indicate on the application the final action taken.

#### ***K. Ready Waiting List Pool***

1. When an applicant is found to be eligible for admission, the Tenant Selection Office will send the applicant a congratulatory letter by email. Such email will

include instructions to review the New Resident Orientation, sign an acknowledgement letter, available online at [www.rrha.com](http://www.rrha.com), and return the acknowledgment to Tenant Selection for inclusion in the applicant's file.

2. Once the acknowledgement letter has been received by RRHA, the family will be considered "ready" for offer of a suitable unit. If a suitable unit is available, Tenant Selection will contact the applicant by email or telephone (whichever the applicant specified as their preferred contact method) to communicate the unit offer. If a suitable (right size and type) unit is unavailable, the approved applicant will be placed in the ready waiting list pool by eligibility date and unit size.
3. When a suitable (right size and type) unit becomes available, the first qualified applicant in sequence on the applicable ready waiting list pool will be contacted by email or telephone (whichever the applicant specified as their preferred contact method) and offer the unit.
4. Applicants will be informed that refusal of a dwelling unit after the second offer that the applicant's name will be removed from the waiting list. However, if an applicant presents satisfactory evidence to RRHA that acceptance of the offer of a suitable vacancy will result in hardship or handicap not related to considerations of race, color, sex, religion, national origin, familial status, source of income, elderliness, gender identity, disability, or military status, such as difficulty of transportation to location of employment, inability to obtain day care for children, desire to maintain affiliation with churches, community institutions, and facilities, non-acceptance of such an offer shall not be considered as a refusal.
5. If RRHA is unable to reach the applicant (by email or telephone), a message will be left informing the applicant that an offer of housing is pending.
6. The applicant will be given 24 hours to return the email or telephone message and accept or reject the offer provided. However, if such 24-hour period ends on a day on which RRHA is not open for business, such period shall be extended for an additional 24 hours, along with an additional 24 hours for each consecutive day subsequent thereto which RRHA is not open for business.
7. If the applicant fails to contact the office within the timeframe specified above, RRHA will contact the next qualified applicant on the ready waiting list pool.
8. If the next qualified applicant on the list accepts the unit, the first applicant will be returned to the ready pool in the same position, and RRHA will attempt to make a second offer to such first applicant using the contact information described above.
9. After the second attempt to contact the applicant with a housing offer, RRHA will contact the applicant by email or by telephone requesting them to contact the office to confirm continued interest in housing.
10. If the applicant fails to respond to the request by the deadline established by RRHA upon contact with the applicant, the applicant will be withdrawn from the

ready waiting list pool.

11. The applicant will be notified in writing of changes in their eligibility and offered their right to an informal review.

#### ***L. Removing Applicants from the Waiting List***

RRHA may remove an applicant from the waiting list if:

1. RRHA is unable to contact the applicant to follow up on their application. An informal review is not required following withdrawal of an application.
2. The applicant requests that their name be removed.
3. The applicant fails to meet an application deadline or scheduled leasing appointment, fails to have money at lease reading, fails to respond to RRHA concerning information that is necessary to process the application, or fails to respond to a request from RRHA to update information on their application; or
4. The applicant fails to complete the New Resident Orientation.

Any mailing, email, or telephone message to the applicant which requires a response will state that failure to timely respond will result in the applicant's name being removed from the waiting list.

If any letter issued by RRHA to an applicant is returned by the U.S. Postal Service, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Program Eligibility Supervisor or his/her designee determines there were circumstances beyond the person's control or verified to be related to a reasonable accommodation.

RRHA may suspend or restrict the acceptance of applications whenever it appears that the waiting list has more applicants than can be housed in a one-year period. The suspension or restriction may be lifted whenever the waiting list or the need for a particular bedroom size drops below the number of applicants that can be housed in a nine-month period. When advertisements appear announcing the reopening of applicant processing, the following will be incorporated:

1. An affirmative marketing consideration for RRHA's housing programs, i.e., household type, elderly, or non-elderly.
2. The listing of income limits and size of dwelling units available for occupancy.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

Parents claiming custody must have court awarded final, permanent physical custody for the dependent to be considered member of the household.

#### ***M. College Students***

No assistance shall be provided to any individual who is enrolled (full time or part time) as a student at an institution of higher education who is:

1. Under age 24

2. Not a U.S. Veteran
3. Unmarried and does not have a dependent child, unless:
  - a. The student is eligible, and the student's parents (individually or jointly) are income eligible for the program; or
  - b. The student can demonstrate absence or independence from the parents.

For the purpose of this section, a student who meets any one of the following criteria demonstrates "absence or independence" from the student's parents:

1. Be at least 24 years old by December 31 of the award year for which aid is sought.
2. Be an orphan or ward of court through age 18.
3. Be a Veteran of the U.S. Armed Forces.
4. Be married.
5. Have a legal dependent(s) other than a spouse (i.e., dependent children or an elderly dependent parent); or
6. Be unclaimed as a dependent on another person's tax return.

#### ***N. Processing Applications***

As families approach the top of the Waiting List in the matter described below in Chapter 6, the following items will be verified to determine qualification for admission according to the following order of precedence:

1. Preference verification
2. Family composition and type (elderly/nonelderly), inclusive of family status, familial/marital status when needed for Head or spouse definition, or for inclusion in the household of a minor who is not yet born to or adopted by the assisted family, or legal guardianship, or right to custody, including temporary right to custody.
3. Annual Income\* inclusive of tips and meals, including income that is expressly excluded by regulation where the RRHA is required verify.
4. Assets and Asset Income
5. Deductions from Annual Income including but not limited to full-time student status, including students who are 18 or over, childcare expenses for children under 13 where such expenses allow an adult family member to be employed or to further his/her education or seek employment, total health and medical care expenses of all family members in households whose Head or spouse is elderly or disabled, disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed, disability for determination of allowance or deductions.
6. Social Security Numbers (SSN) of all family members or an SSN Certification of non-issuance for any family members who do not have Social Security

Numbers.

7. Non-economic selection criteria used in applicant screening, inclusive of past landlord reports, credit reports, rent payment history.
8. Citizenship or eligible immigration status, including date and place of birth.
9. Criminal history report, including searching relevant sex offender registries.

#### ***O. Timeliness of Verifications***

All verifications will be obtained prior to initial lease date to ensure that current and accurate data is being used in calculating rents and eligibility. Certification by the appropriate staff member will be made when verification of all necessary items for each application is completed.

Verifications for the public housing program must be dated within 60 days from the date of the completed online eligibility application and not exceed 120 days in age, prior to admission to the unit.

The family will be questioned prior to admission regarding change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference rating (if any), rent, and unit size required.

The applicant file shall contain documentation of all verifications.

#### ***P. Verification and Documentation of Information for Admission***

HUD regulations require that the factors of eligibility be verified by RRHA. All information from each applicant must be verified. Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible as to why third-party verification was impossible to obtain. Applicants and program participants must provide true and complete information to RRHA whenever information is requested.

#### ***Q. Information to Be Verified***

When determining eligibility for admission, all information submitted by the applicant must be verified. Information to be verified must include but is not limited to:

1. Income
2. Employment
3. Social Security Number
4. Bank Accounts
5. Child Care Expenses
6. Custody
7. Preferences
8. Residency
9. Citizenship
10. Family Relation

11. Social Factors
12. Deductions and Exclusions from income
13. Past Performance in Meeting Financial Obligations

RRHA will accept as verification (without limitation) the following documentation listed below:

1. A current government issued Virginia driver's license.
2. A current government issued Virginia identification card from the Division of Motor Vehicle
3. Original Birth Certificate
4. Social Security Card
5. Proof of Birth Letter (child 6 months or younger)

In the event conflicting information is received regarding one of the items to be verified, RRHA staff will attempt to resolve the conflict and will document why one piece of information was used versus another.

DRAFT



<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Adult Status of the Head of Household		Valid driver's license and a birth certificate
Citizenship	N/A	Signed Section 214 Declaration, and voter's registration card, birth certificate, etc.
Eligible immigration statuses	INS SAVE confirmation #	INS card
Disability	EIV receipt of SSI, Verification Form from medical professional	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Verification Form or letter from school	For high school and/or college students, any document evidencing FT enrollment
Need for a live-in aide	Verification form or letter from medical professional or other professional knowledgeable of condition	N/A
Childcare costs	Verification form or letter from care provider	Bills and receipts
Disability assistance expenses	Verification forms or letter from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Verification forms or letters from providers, prescription record from pharmacy, medical professional's letter stating assistance, or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words "Medicare Approved" on it
Medicare Discount Benefit		Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing else is available, an imputed value of \$48.17 per prescription

<b>Income</b>		
Earned income	Verification form or letter from employer	A minimum of two consecutive pay stubs
Self-employed or owned business	N/A	Tax return from prior year (including all attachments and Schedules), books of accounts, receipts for products and other expenses associated with employment
Regular gifts and contributions	Verification form or letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Verification form, letter, or printout from agency through whom payments are made, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security (all types)	EIV or Verification form from SSA	Letter from Social Security
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Verification form or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating -whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

Verifications of "permanent" information, such as birth certifications, social security cards, Section 214 Declaration of Citizenship, etc. need only be gathered at the time of eligibility determination and retained in the current participant folder.

## **R. Documentation**

The information submitted by each applicant to be used in the determination of eligibility for admission, qualification for preference, rent to be paid, and size of unit required will be verified for truthfulness, accuracy, and completeness and will be documented. As a minimum, this documentation will include the date, the source of the information including the name and title of the individuals contacted, and a summary of the information received. Documentation will include but is not limited to:

1. Letters or statements (notarized where necessary), certifications from employers, and other pertinent sources giving authoritative information concerning all items and amounts of income, anticipated income, and deductions.
2. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, etc., sworn to before a notary, setting forth gross receipts, itemized expenses, and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income) and/or a Schedule C business tax forms, as applicable.
3. Memoranda of verification data obtained by completing a Verification of Employment form by personal interview, telephone, or other means, with source, date received, and the person receiving the information clearly indicated.

## **S. Systems of Verification**

[24 C.F.R. § 5.233]

To assure that the data upon which determinations of eligibility, preference status (if any), rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

The RRHA will verify information through the five methods of verification acceptable to HUD **in the following order:**

Level	Verification Technique	Ranking
6	<b>Upfront Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional) To verify the income of new applicants since EIV is not available.
4	<b>Written third Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

**Note:** This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

In accordance with 24 C.F.R. § 960.259(c), RRHA may accept a family's declaration of the amount of assets of less than \$50,000 and the amount of income to be expected to be received from those assets. RRHA's application, which is signed by all adult family members, may serve as the declaration. Where the family has net family assets equal to or less than \$50,000, RRHA may elect not to request supporting documentation (e.g., bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. However, notwithstanding any contrary provision of this policy, RRHA shall require third-party verification of *all* of a family's assets not

less than once every three (3) years, irrespective of the total value of such assets or income expected to derive therefrom.

Where the family has net family assets in excess of \$50,000, RRHA must obtain supporting documentation (e.g., bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058. RRHA will comply with the temporary guidelines established by this notice until expiration on March 31, 2014, unless amended, superseded, or extended by subsequent guidance from HUD.

In accordance with Notice PIH 2013-04, RRHA will accept an applicant's self-certification as verification of fully excluded income. Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, RRHA is not required to:

1. Verify the income in accordance with the HUD-prescribed verification hierarchy.
2. Document in the tenant file why third-party verification is not available as required by 24 C.F.R. 960.259(c) (i); and
3. Report the income in Section 7 of the form HUD-50058.

The RRHA application, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. RRHA may elevate the verification requirements, if necessary, to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant self-certification are:

1. Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
2. Income from a live-in aide
3. Earned income from minors (children under the age of 18)

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income. For partially excluded income, RRHA is required to:

1. Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
2. Report the income in Section 7 of the form HUD-50058.

Examples of partially excluded income that are subject to regular verification requirements include:

1. Earnings in excess of \$480 for full-time students 18 years of age or older (24 C.F.R. § 5.609(c)(11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, RRHA must verify the amount of employment income for these family members. For a complete list of income exclusions, see 24 C.F.R. § 5.609(c).
2. If third party verification written or oral verification is not available, RRHA staff will document the file as to why third-party verification was impossible to obtain,

and another method was used (such as reviewing documents families provide.)

RRHA will not delay the processing of an application beyond two weeks because a third-party information provider does not return the verification in a timely manner.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 15 months after the date on the Release of Information form.

***T. Final Determination and Notification of Eligibility***

After the verification process is completed, RRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by RRHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination. The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been listed on the waiting list.

DRAFT

## **CHAPTER 5 - ELIGIBILITY AND SCREENING**

### **Purpose**

This Chapter defines both HUD's and RRHA's criteria for admission and denial of admission to the program. The policy of RRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. RRHA staff will review all information provided by the family carefully and without regard to factors other than those provided within applicable law and this ACOP. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by RRHA pertaining to their eligibility.

### **Exemption from Eligibility Requirements for Police Officers and Other Security Personnel**

In accordance with applicable law, RRHA may admit to its Public Housing program certain police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e., police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

#### **A. Qualification for Admission Generally**

It is RRHA's policy to admit qualified applicants only. Generally, and subject to the further provisions of this ACOP and applicable law, an applicant must meet the following requirements to determine eligibility:

1. Qualify as a "family" as defined by this ACOP and applicable law.
2. Qualify on the basis of citizenship or eligible immigrant status of all family members.
3. Have an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and RRHA in accordance with applicable law.
4. Provide a Social Security number (SSN) for all family members.
5. Consent to RRHA's collection and use of family information, as provided for in RRHA-provided consent forms; and
6. Meet or exceed the Tenant Selection and Suitability Criteria as set forth in this ACOP.
7. HOTMA imposes a \$100,000 asset limitation for eligibility and continued assistance. Families are considered ineligible if assets exceed \$100,000 or if they own real property suitable for occupancy.

#### **Timing for the Verification of Qualifying Factors**

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit (see Chapter 4, Section N

of this ACOP).

## **B. Family Composition**

### **1. Definition of Family**

The applicant must qualify as a “family.” For this purpose, the term “family” includes, but is not limited to, the following, regardless of the actual or perceived sexual orientation, gender identity or expression, or marital status of any member of the prospective family [24 C.F.R. § 5.403]:

- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or two or more persons who may not be related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or can verify stable shared income or resources that will be available to meet the needs of the family. Unmarried couples of the opposite or same sex or gender will be considered a family if it can be shown that the members have formed a stable relationship. If the unmarried couple is not related by blood (e.g., brother and sister, mother, and son), then RRHA will consider the relationship one of affinity and will allow one bedroom for the unmarried couple when it determines bedroom size.
- b. A group of persons residing together, if such group includes, but is not limited to:
  - i. A family with or without children. A child who is temporarily away from the home because of placement in foster care or a student temporarily away at college may be considered a member of the family.
  - ii. An elderly family. “Elderly family” means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
  - iii. A near-elderly family. “Near-elderly family” means a family whose head (including co-head), spouse, or sole member is a person who RRHA defines as at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62, living together; or one or more persons who are at least 55 years of age but below the age of 62, living with one or more live-in aides.
  - iv. A disabled family. “Disabled family” means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

“Person with disabilities” means a person who:

    - (a) Has a disability, as defined in 42 U.S.C. 423.
    - (b) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
      - (1) is expected to be of long continued and indefinite



- duration.
- (2) Substantially impedes his or her ability to live independently, and
- (3) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- (c) Has a developmental disability as defined in 42 U.S.C. 6001; or
- (d) Is an “individual with handicaps”, as defined in 24 C.F.R. § 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
- (e) “Disabled family” does not exclude persons who have the human immunodeficiency virus (HIV) or the disease of acquired immunodeficiency syndrome (AIDS), or any other conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, “disabled family” does not include a person whose disability is based solely on any drug or alcohol dependence, and whose current use of drugs or alcohol prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol or drug use, would constitute a direct threat to property or safety of others.

- v. A displaced family. – “Displaced family” means a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief.
  - vi. The remaining member of an existing resident family.
  - c. Live-in Aides may also be considered part of the applicant family’s household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
  - d. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. However, foster children and/or adults are not family members and have no rights of tenancy or continued occupancy.
  - e. For purposes of continued occupancy, the term “family” also includes the remaining member of a participant family, if such remaining member possesses the legal capacity necessary to execute a lease.
- For the purpose of this ACOP, the terms “family,” “resident,” “tenant,” and “participant” may be used interchangeably to refer to individuals (i) admitted to and participating in RRHA’s low-income public housing program, or (ii) applying for admission to such program, as context may require.

## **2. Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under applicable law.

### **3. Spouse of Head**

"Spouse of Head of Household" means the spouse of the head of household. The definition of "spouse" is a marriage partner who, in order to dissolve the marriage relationship, and would have to seek a divorce under applicable law. It includes the partner in a common law marriage if such marriage is recognized under applicable law. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads who do not otherwise meet this definition.

### **4. Co-Head**

An individual in the household, other than the spouse of the head of household, who is equally responsible for the lease with the Head of Household. A household may have either a spouse of a head of household or a Co-Head, but not both. A Co-Head never qualifies as a dependent of the head of household.

### **5. Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When more than one parent of a particular child is on the waiting list, and both such parents are trying to claim the child as a member of their family, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

Verification that all the children in a family are related to the head of household is needed to ensure that the family is not claiming children who will not actually reside in the unit in order to qualify for a larger size unit. Such verification can document the relationship: blood (birth certificate), adoption (legal adoption records), court awarded custody (court documents). Foster children or adults (placed with the family by a state placement agency) can also be permitted to live in a unit but are not recognized as family members and have no right to continued occupancy of the unit.

A person other than a parent claiming custody of a child must have legal guardianship, permanent court-awarded custody, or temporary court-awarded custody of the child before they can be added to the family composition.

### **6. Live-In Aide**

A live-in aide may be permitted to reside in an assisted unit along with a family, provided that such live-in aide:

- a. Is determined by RRHA to be essential to the care and well-being of a member of the family who is an elderly person, a near-elderly person, or a person with disabilities,

- b. Is not obligated for the legal or financial support of the person(s) for whom they serve as live-in aide, and
- c. Would not be living in the unit except to provide care for the person(s) for whom they serve as live-in aide.

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program, including the right to tenancy or continued occupancy of the unit.

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to non-Citizen Rule requirements.

Live-in aides may not qualify for admission as the remaining member of a tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above, including the requirement that the live-in aide would not live in the unit except to provide support to the assisted individual.

A Live-in Aide may only reside in the unit with the approval of RRHA in accordance with RRHA's reasonable accommodation policies and procedures.

RRHA will screen the live-in aide candidate, and the live-in aide must be eligible under criminal background requirements and must also have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

RRHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

#### **7. Foster Children and Foster Adults**

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 § 5.609].

The term foster child is not specifically defined by applicable law. For the purpose of this ACOP, a foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Foster children and foster adults that are living with an applicant or assisted family are considered household members, but not family members. Foster children and foster adults have no rights or benefits in the program, including the right to tenancy or continued occupancy. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 C.F.R. § 5.603; HUD-50058 IB, p. 13].

#### **C. Absent Family Members**

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care,

employment, illness, incarceration, and court order.

For the purpose of this ACOP, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or fewer is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

### **1. Absent Students**

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

### **2. Absences Due to Placement in Foster Care [24 C.F.R. § 5.403]**

Children absent from the home for more than 180 consecutive days as a result of placement in foster care are not considered absent and are considered members of the family unless permanently removed from the home by operation of applicable law.

If a child has been placed in foster care, RRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home by operation of law, the child will be counted as a family member, irrespective of the actual length of time the child is absent from the household.

### **3. Head, Spouse, or Co-head Absent Due to Employment**

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment is not considered absent will continue to be considered a family member.

### **4. Family Members Permanently Confined for Medical Reasons**

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member. RRHA will request verification from a responsible medical professional as to whether the individual is permanently or temporarily confined, and RRHA will use this verification to determine whether the family member is temporarily or permanently absent. If the responsible medical professional determines the confinement to be temporary, or if the responsible medical professional cannot provide a determination, the person will be considered temporarily absent, irrespective of the length of time the individual is actually away from the unit. The family may also present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member; provided, however, that RRHA will not consider this evidence if it contradicts the determination of a responsible medical professional.

### **5. Absences Due to Incarceration**

If a family member is sentenced or otherwise expected to be incarcerated for more than 180 consecutive days, the person will be considered permanently absent and will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to program eligibility and screening requirements.

#### **6. Court-Ordered Absences**

If a member of a family is subject to a court order that restricts the individual from the home, RRHA will determine whether the individual will be considered temporarily or permanently absent. If the court order specifies that the applicable restriction is permanent, or will last for more than 180 consecutive days, RRHA will consider the individual permanently absent, and the individual will no longer be considered a family member. If the individual intends to return to the unit when the applicable court-ordered restriction is lifted, the individual is subject to program eligibility and screening requirements.

#### **D. Mandatory Social Security Numbers [24 C.F.R. § 5.216]**

Families are required to provide verification of Social Security Numbers for all family members. This requirement also applies to persons joining the family after the family's admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

#### **E. Citizenship/Eligible Immigration Status**

Each family member is required to submit evidence of eligible immigration status only one time during continuous occupancy.

RRHA will require an applicant to establish and verify eligibility in relation to citizenship before providing financial assistance to an individual or family.

Immigration status will be verified through the "SAVE" Program Verification Information System at the time other eligibility factors are determined.

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

1. A noncitizen who has been lawfully admitted to the U. S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15), respectively (immigrants). This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status.
2. A noncitizen who entered the U. S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U. S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259).

3. A noncitizen who is lawfully present in the U. S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status).
5. A noncitizen who is lawfully present in the U. S. as a result of the Attorney Generals' withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or
6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is verified and considered individually before the family's status is defined.

- Mixed Families: A family must have at least one member who is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a informal review if they contest this determination.

(See Chapter 2 for VAWA protections that may be afforded to ineligible individuals of mixed families.)

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

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

RRHA will not provide assistance to a family before the verification of at least one family member.

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

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

When RRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal review with RRHA within 15 business days. The informal review with RRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process.

The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal review process.

#### ***F. Other Eligibility Criteria***

All applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

1. To pay rent and other charges as required by the lease in a timely manner.
2. To care for and avoid damaging the unit and common areas.
3. To use facilities, appliances, and equipment in a reasonable way.
4. To create no health or safety hazards, and to report maintenance needs in a timely manner.
5. Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others.
6. To comply with necessary and reasonable rules and program requirements of HUD and RRHA.
7. To comply with local health and safety codes.
8. To comply with the essential components of the lease; and,
9. To comply with site-specific criteria, at sites with such criteria.

#### ***G. Denial of Admission for Previous Debts to This or Any Other PHA***

Previous outstanding debts to RRHA or any Public Housing Authority (PHA) resulting from a tenancy in public housing, participation in the Housing Choice Voucher program, or any other assisted housing program must be paid in full prior to the acceptance of an offered unit.

RRHA reserves the right, in the case of extreme hardship, i.e., homelessness, to enter into a Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

For married couples, either spouse is jointly and severally liable and responsible for the entire debt incurred as a previous RRHA tenant. Children under age 18 of the head or spouse who had incurred a debt to RRHA will not be held responsible for the parent's previous debt.

#### ***H. Non-Economic Eligibility Criteria***

It is the policy of RRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the

operations of the development or neighborhood or on the quality of life for its residents, as described in this section and elsewhere in this ACOP.

Factors not related to economics to be considered are housekeeping habits, prior history as a tenant, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy.

In determining qualifications for tenancy with regard to these policies, RRHA shall consider the following items:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the development.
2. RRHA shall rely upon sources of information which may include, but not limited to, RRHA records, the records of other housing authorities, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.
3. All adult household members are required to attend a New Resident Orientation session offered by RRHA prior to lease up. Failure to attend the orientation will result in the disapproval of the applicant family's application. Disapproved families will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.

The purpose of the orientation will be to familiarize all new residents with the rules, regulations, policies, and procedures pertinent to successful occupancy in RRHA's programs. The lease, maintenance policies, housekeeping, community service requirement and earned income disallowance will be among the topics reviewed at orientation.

An authorized representative of RRHA shall document any pertinent information relative to the following:

1. Criminal Activity – including the activities further defined herein as of a criminal nature.
2. Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.
3. Pattern of Drug Use – includes a determination by RRHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.



4. Drug Related Criminal Activity – includes a determination by RRHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
5. Pattern of Alcohol Abuse – includes a determination by RRHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
6. Initiation of Threats – or behaving in a manner indicating intent to assault employees or other residents.
7. Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.
8. Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to RRHA, another housing authority or any utility company.
9. Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other materially false statement or omission intended to mislead.
10. Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
11. Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; damages to premises and equipment caused by the family or persons under control of the family; affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.
12. Destruction of Property – damage to any previous rentals or property that the family has resided in.
13. Whether Applicant or Tenant Demonstrates that he/she is Capable of Complying with the Essential Conditions of the Lease – In the case of applicants for admission, the person's present living arrangements and a statement obtained from the applicant's health care professional or social service provider may be among factors considered in making this

determination.

### **I. Administration**

In evaluating evidence of past behavior, the RRHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and likelihood of favorable conduct in the future, which could be supported by evidence of rehabilitation.

The RRHA will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

When the RRHA takes any adverse action based on a criminal conviction record, the applicant may request, and the RRHA will provide, a copy of the criminal record and an opportunity to dispute the record at an informal review.

(Residents may also contest such records at the court hearing in the case of evictions.)

### **J. Screening for Suitability [24 C.F.R. § 960.204, 960.205]**

#### **1. Suitability – Verification of Screening Criteria**

Information and documentation required to make a determination regarding an applicant family's suitability includes:

- a. Credit Report indicating an applicant's past history in meeting financial obligations especially rent and utility payments.
- b. School records on all school age children.
- c. Applicant's conduct during the application process, failure to follow processing procedures, or conduct while visiting or residing in public housing. Such conduct can include any applicant family member not being sober, being abusive to RRHA staff or to others, damaging RRHA property, disruptive to RRHA business operations, to the community, and/or residents.
- d. Home visits may be made by Authority staff for the purpose of evaluating housekeeping, living conditions, property damage, etc. or statements from shelters.
- e. Sex offender registration lists will be searched for names of all applicant family members eighteen (18) years of age or older. Any applicant family member required to register as a sex offender will result in the disapproval of the applicant family's application.
- f. Criminal History Records on all family members eighteen (18) years of age or older. Includes Local, State, and National Criminal History Records.

#### **2. Criteria for Disapproval of Admission**

It is the policy of RRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its

residents.

Applicants requesting to be admitted into public housing operated by RRHA may be disapproved for admission based upon the criteria defined herein below. Each family member must be determined suitable on an individual basis.

Applicants disapproved for admission will be eligible to re-apply at such times that the public housing waiting list is opened and only after the time period specified in each of the following categories has elapsed. If the time period is not specified herein, then the applicant is ineligible to reapply for a period of 1 year from the date of the action. In cases of unacceptable criminal history, the relevant time period will be calculated from the date of the last conviction on which the disapproval was based.

An applicant will be denied admission if any verification and documentation reveal that their performance or personal history falls into any of the below listed categories or circumstances. However, those applicants experiencing borderline problems with, e.g., rent payment, domestic matters, school attendance, housekeeping, etc., may, in the discretion of RRHA, be provided an opportunity for counseling to correct the problem prior to disapproval of admission. Favorable consideration shall be given based upon successful participation.

If an individual member of an applicant family is determined ineligible for the program based on any of the following criteria, the applicant family may remove such member from the application to preserve the eligibility of remaining family members. To evidence such removal, the applicant must document where other than RRHA public housing the member to be removed is living or going to live by means of a lease, or utilities turned on the member's name, or other appropriate documentation, which may include, without limitation, a sworn statement or affidavit from the applicant family that is acceptable to RRHA. Further, an applicant family may be determined eligible for the program if the circumstances requiring the removal of an individual family member from the application no longer exist (for example, the household member has died or is incarcerated).

Applicants will be denied admission if any of the following circumstances or criteria (without limitation) are found to exist:

- a. A mailing or other communication was issued by RRHA to the applicant which requires a response within a specified number of days from the date on the letter, and the applicant fails to respond within such timeframe. Such failure to respond will result in the applicant's name being withdrawn from the waiting list. The applicant will be ineligible to reapply for a period of 1 year from the date of the action.
- b. The applicant does not meet any one or more of the eligibility criteria described in this ACOP or in applicable law.
- c. The applicant fails to complete any aspect of the application or lease-up process.
- d. The applicant or any family member has a history of criminal activity

involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff, or cause damage to the property.

- e. The applicant or any family member has engaged in or threatened abusive or violent behavior towards any RRHA staff, program participant or resident. The applicant will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.
- f. The RRHA has reasonable cause to believe that a household member's involvement in gang activity in the past five years may threaten the health, safety, or right to peaceful enjoyment by other participants or tenants. Such household member shall be ineligible to re-apply for seven (7) years from the date of application review.
- g. The applicant or any family member has failed to comply with the terms of any rental agreement at a current or prior residence, such as by providing shelter to unauthorized persons, keeping unauthorized pets, or other acts in violation of rules and regulations. Includes non-compliance with RRHA application process or other program requirements wherein non-compliance resulted in sanctions, terminations, or other serious outcomes. Includes non-compliance with school truancy standards. Includes applicants living in Public Housing or Housing Choice Voucher-assisted housing illegally.  
Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.
- h. The head of household and any co-head or spouse thereof has a severe or recent history (defined as the 12-month period most immediately preceding the date of eligibility review) of deficiencies in rent payment which indicates that the family would be unable (or would fail) to pay rent for the apartment and other expenses relating to occupancy. In the absence of any rental history, timely payment of other obligations will be utilized as evidenced by a credit report. Borderline applicants will be required to submit repayment agreements for the most recent judgments(s) and/or current outstanding balance and participate in financial counseling. Families will not be admitted until outstanding balances are paid in full.  
Disapproved applicants will be eligible to re-apply for admission after one (1) year from date of disapproval. A one (1) year satisfactory rent payment history will be required for future approval wherein the applicant paid rent under a lease agreement for the actual rental dwelling.
- i. The applicant or any family member has engaged in any behavior or conduct which adversely affects the safety or welfare of other persons by physical violence or other conduct. Such conduct may be the basis for the applicant to provide a notarized statement indicating that the violent individual will not be granted guest privileges by the applicant while

residing in public housing, which RRHA may accept in its unreviewable discretion. Relevant behavior or conduct may include, without limitation, gross negligence or irresponsibility which damages the equipment or premises in which the family resides, or which is disturbing or dangerous to neighbors, or disrupts normal family and community life. Information from private sources, or police "Calls for Service," etc. will be evaluated on a case-by-case basis. Favorable consideration shall be given if the family can provide information which contradicts or mitigates the identified conduct.

Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.

- j. The applicant or any family member has a prior history of creating any health or safety hazard through acts of neglect which causes or permits any damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation of vermin, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within a dwelling unit, or failing to maintain such in good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.

In cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after recommendation by such agency. This category does not disqualify families whose housekeeping is found to be superficially lacking in orderliness, where such conditions do not create a health and safety problem, do not result in damage to or deterioration of the premises and do not adversely affect the peaceful occupancy of nearby dwelling units.

Disapproved applicants will be eligible to re-apply for admission after 1 year from date of disapproval and must demonstrate that they have cared for a unit successfully for at least six months.

- k. The applicant fails to keep a scheduled RRHA interview or leasing appointment, fails to have any funds required at the time of lease reading, or fails to respond to RRHA concerning information that is necessary to process the application or request from RRHA to update information on their application.

Disapproved applicants will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.

- l. Any applicants applying for re-admission to RRHA housing, or who was a former public housing, Indian Housing, Section 23, or Housing Choice Voucher resident of any Authority, shall be disapproved for admission due to documented unfavorable recommendations.

Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.

- m. An applicant makes any intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, or rent. Such applicant will be ineligible to reapply for a period on 1 year from date of application review.
- n. Applicants who have withdrawn from RRHA's waiting list or have turned down one or more offers of housing during the past year, will be determined ineligible for admission to the program and will be ineligible to reapply for a period on 1 year from withdrawal or rejection of housing.
- o. A previous Public Housing tenant is ineligible to reapply for the Public Housing program for a period of one year after move-out date if the applicant was terminated from such program, evicted from the assisted residence, or proposed for such termination/eviction.
- p. A previous Housing Choice Voucher participant tenant is ineligible to reapply for the Public Housing program for a period of one year after move-out date if the applicant was terminated from such program, evicted from the assisted residence, or proposed for such termination/eviction. A previous Public Housing Tenant is ineligible to apply for the HCV Housing program for a period of one year after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- q. A person who is incarcerated at the time of eligibility determination is ineligible until they are released from incarceration.
- r. Applications will not be accepted from persons on the RRHA Barment list. The Barment Policy and/or an Appeal Hearing will be the basis for determining the time period for reapplying.
- s. The applicant or any family member was evicted from a residence enrolled in any federally assisted housing program for drug-related criminal activity. However, RRHA may, at its discretion, admit the applicant if RRHA determines that the applicant or family member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by RRHA.

Applicants determined ineligible under this section will be ineligible to re-apply for a period of 3 years after such eviction.

- t. RRHA determines that an applicant or any household member is currently engaging in the illegal use of a drug at the time of eligibility review, or RRHA has reasonable cause to determine that an applicant's or any 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 of other residents. For the purpose of this section, a household member is "currently engaged in the illegal use of a drug" if such person engaged in such behavior recently enough to justify that such behavior is current.

- u. RRHA determines that an applicant or any family member has ever been convicted of criminal activity related to the illegal manufacture or production of methamphetamines on the premises of any federally assisted housing. Such person shall be permanently ineligible for admission to the program.
- v. The applicant or any family member is subject to a lifetime registration requirement under the sex offender registration program of any jurisdiction. Such person shall be permanently ineligible for admission to the program.
- w. RRHA has reasonable cause to believe that the abuse or pattern of abuse of alcohol by an applicant or any family member may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- x. The applicant or any family member has an unacceptable criminal history or juvenile criminal history, as defined herein below.

### **3. Criminal Background Check**

In accordance with Notice PIH 2012-28, as a part of the eligibility determination, RRHA must perform criminal background checks on all adult family members during the application stage. Applicants are required to sign releases for such criminal background checks. The criminal background checks will also determine if an applicant, or a member of an applicant's household, is subject to a lifetime registration requirement under any jurisdiction's sex offender registration program. Criminal background checks must be performed in that state in which the housing is located and for states where the applicant and members of the applicant's household may have resided. As such, applicants for admission into RRHA must provide a complete list of all states in which the household member has resided. Failure to accurately respond to any question during the application process is cause to deny the family admission. Additionally, RRHA must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime sex offender registration requirement in any jurisdiction.

If the process described above reveals an applicant's household includes an individual subject to a state lifetime sex offender registration, RRHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, RRHA must deny admission to the family. RRHA may use the Dru Sjodin National Sex Offender Database or other available databases available through their local law enforcement agencies to verify criminal history information. Criminal History Records on all family members eighteen (18) years of age or older will be searched which includes Local, State, and National Criminal History Records.

**4. Unacceptable Criminal Record**

An unacceptable criminal record is one wherein the applicant or any member of the household has been convicted of a crime, within the time period specified below, or has a history of criminal activity that would jeopardize the health, safety and welfare of the community. Other convictions within the past twelve (12) months that fall within the remaining categories will be determined based upon the severity of the crime as indicated by the deposition.

Any applicant who is denied admission due to an unacceptable criminal record of the applicant or any member of the household is entitled to an informal review in accordance with this ACOP. During any such grievance proceeding, the applicant shall be entitled to present any Mitigating Circumstances, other information and evidence about their specific convictions, any rehabilitation, or any other relevant factors that may indicate the individual does not pose a threat to the health, safety, or welfare of RRHA communities, other residents, and staff. RRHA shall take any such offered information and evidence into consideration before issuing a decision in the grievance proceeding.

RRHA may refer any person whose background includes criminal convictions to third-party organizations or service providers for resources, support, and assistance. RRHA may consider a person’s work with any such third party as Mitigating Circumstances as permitted under this ACOP.

**RE-APPLY DATES ARE TO BE DETERMINED FROM THE DATE OF LAST CONVICTION.**

- a. Denial for Life - Includes a family or household member who has been convicted of manufacturing or producing methamphetamine on or off the premises of public housing and a family or household member who is subject to a lifetime registration requirement under the sex offender registration program of any jurisdiction.
- b. Inchoate Crimes – Any conviction for conspiracy to commit any offense described below, or for attempt to commit any offense described below, or for soliciting any offense described below, shall be treated as if the applicant was actually convicted of such offense for the purpose of this Policy.
- c. Repealed Offenses – Any conviction for an offense which was criminal in nature at the time of conviction, but which is not a criminal offense under the laws of the Commonwealth of Virginia at the time of application review, shall not be considered a conviction for the purpose of this Policy.
- d. Manufacture, Sale, or Distribution of Controlled Substance or Imitation Controlled Substance, or Possession with Intent to Do the Same. – Includes conviction for any violation of Va. Code § 18.2-248 or a substantially similar offense in any jurisdiction, except for convictions relating solely to marijuana (cannabis) and no other controlled substance.

Re-Apply:		Disapproval:
5 Yrs.		One (1) conviction (any class) within the



	five (5) years preceding application review.
10 Yrs.	Two (2) or more convictions (any class) within the 5 years preceding application review.

- e. Possession of Controlled Substances Other than Marijuana - Includes conviction for any violation of Va. Code § 18.2-250 or a substantially similar offense in any jurisdiction, except for convictions solely for possession of marijuana (cannabis) and no other controlled substance.

Re-Apply:	Disapproval:
1 Year	One (1) or Two (2) convictions of misdemeanor (any class) within the three (3) years preceding application review, or one conviction of felony (any class) within one (1) year preceding application review.
3 Yrs.	Three (3) convictions of misdemeanor (any class), or two (2) convictions of felony (any class), within the five (5) years preceding application review.
5 Yrs.	Four (4) or more convictions of misdemeanor (any class), or three (3) or more convictions of felony (any class), within the 5 years preceding application review.

- f. Offenses Involving Driving While Intoxicated – Crimes involving the unlawful operation of a vehicle while intoxicated under Article 2, Chapter 7, Title 18.2 of the Code of Virginia (Va. Code § 18.2-266 et seq.), and any substantially similar offenses in any jurisdiction.

Re-Apply:	Disapproval:

2 Yrs.	One (1) or more convictions of felony (any class) within the five (5) years preceding application review.
--------	-----------------------------------------------------------------------------------------------------------

- g. Weapons Offenses – Crimes involving the unlawful possession, use, sale, distribution, or handling of firearms and other weapons, if such offense is not addressed in another section of this Policy. Includes, without limitation, violations of any provision of Articles 4, 5, 6, 6.1, or 7 of Title 18.2, Chapter 7 of the Virginia Code, and any substantially similar offenses in any jurisdiction. Such convictions include evidence of conduct which constitute a danger of disrupting the safety and quiet enjoyment of other tenants.

Re-Apply:	Disapproval:
1 Year	Two (2) convictions of misdemeanor (any class) within the two (2) years preceding application review.
3 Yrs.	Three (3) convictions of misdemeanor (any class) within the five (5) years preceding application review, or one (1) conviction of Class 4-6 Felony within the three (3) years preceding application review.
5 Yrs.	Four (4) convictions of misdemeanor (any class), or two (2) convictions of Class 4-6 Felony, within the ten (10) years preceding application review.
10 Yrs.	Five (5) or more convictions of misdemeanor (any class), or three (3) convictions of Class 4-6 Felony, or one (1) conviction of any felony Class 3 or higher, within the ten (10) years preceding application review.

- h. Crimes Against the Person – Crimes, other than homicide offenses and sex crimes, involving the infliction of physical violence or abduction, or the threat of physical violence or abduction, against a natural person. Includes, without limitation, violations of any provision of Articles 2, 2.1,

2.2, 3, 4, 5, or 6 of Title 18.2, Chapter 4 of the Virginia Code, and any substantially similar offenses in any jurisdiction.

Re-Apply:	Disapproval:
1 Year	One (1) conviction for misdemeanor (any class) within one (1) year preceding application review.
3 years	Two (2) convictions for misdemeanor (any class), or one conviction of Class 6 Felony, within five (5) years of application review.
5 Years	Three (3) or more convictions of misdemeanor (any class), or two (2) convictions of Class 6 Felony, or one (1) conviction of Class 4-5 Felony, within the 10 years preceding application review.
10 Years	Five (5) or more convictions of misdemeanor (any class), or three (3) or more convictions of Class 6 Felony, or two (2) or more convictions of Class 4-5 Felony, or one (1) conviction of felony Class 3 or higher, within the 10 years preceding application review.
Permanent	Two (2) convictions of felony Class 3 or higher within the 15 years preceding application review.

- i. **Homicide** – Any criminal act which causes the death of a natural person. Includes, without limitation, violations of any provision of Title 18.2, Chapter 4, Article 1 of the Virginia Code, and any substantially similar offenses in any jurisdiction.

Re-Apply:	Disapproval:

5 Years	Conviction of one (1) Class 5-6 Felony within the five (5) years preceding application review.
10 Years	Conviction of one (1) Class 2-4 Felony within the 10 years preceding application review.
Permanent	Conviction of a Class 1 Felony at any time prior to application review.

- j. **Sex Crimes** – Any criminal conduct of a sexual character involving physical contact with a survivor. Includes, without limitation, violations of any provision of Title 18.2, Chapter 4, Article 7 of the Virginia Code, and any substantially similar offenses in any jurisdiction.

Re-Apply:	Disapproval:
1 Year	One (1) conviction of misdemeanor (any class) within one (1) year preceding application review.
3 Years	Two (2) convictions of misdemeanor (any class), or one (1) conviction of Class 6 Felony, within the three (3) years preceding application review.
5 Years	Three (3) or more convictions of misdemeanor (any class), or two (2) convictions of Class 6 Felony, or one (1) conviction of Class 4-5 Felony, within the 10 years preceding application review.
10 Years	Five (5) or more convictions of misdemeanor (any class), or three (3) or more convictions of Class 6 Felony, or two (2) or more convictions of Class 4-5 Felony, or one (1) conviction of felony

	Class 3 or higher, within the 10 years preceding application review.
Permanent	Two (2) convictions of felony Class 3 or higher within the 15 years preceding application review.

k. Arson and Burglary – Crimes which harm the real or tangible personal property of another, or deprive another of such property, invade upon the privacy of another. Includes, without limitation, violations of Articles 1 and 2 of Title 18.2, Chapter 5 of the Virginia Code, and any substantially similar offenses in any jurisdiction.

Re-Apply:	Disapproval:
1 Year	Three (3) convictions of Class 3-4 Misdemeanor, or one (1) convictions of Class 1-2 Misdemeanor, within three (3) years prior to application review.
3 Years	Five (5) convictions of Class 3-4 Misdemeanor, or two (2) convictions of Class 1-2 Misdemeanor, or one (1) conviction of Class 5-6 Felony, within the five (5) years prior to application review.
5 Years	Six (6) or more convictions of Class 3-4 Misdemeanor, or three (3) or more convictions of Class 1-2 Misdemeanor, or two (2) convictions of Class 5-6 Felony, or one (1) conviction of Class 4 Felony, within the ten (10) years prior to application review.
10 Years	Three (3) or more convictions of Class 5-6 Felony, or two (2) or more convictions of Class 4 Felony, or one (1) conviction of felony Class 3 or higher, within the 10 years preceding application review.

Permanent		Two (2) convictions of felony Class 3 or higher within the 10 years preceding application review.

- i. Crimes not considered. Conviction of crimes which do not indicate an applicant's propensity to jeopardize the health, safety, or welfare of other program participants will not be considered unfavorably upon application review. Such crimes include, without limitation:
- i. Crimes of fraud, including, without limitation, forgery, embezzlement, identity theft, passing bad checks, money laundering, and making false representations to obtain property or credit.
  - ii. Crimes against property, other than arson and burglary as provided herein.
  - iii. Crimes of morality or decency, including, without limitation, gambling, prostitution (other than sex trafficking), bigamy, and adultery.
  - iv. Crimes against the administration of justice, such as perjury, bribery, barratry, obstruction of justice, and contempt of court.
  - v. Crimes for which the accused was tried and convicted as a juvenile.

m. Definitions.

For the purpose of this Policy, the terms "felony," "Class 1 Felony," "Class 2 Felony," "Class 3 Felony," "Class 4 Felony," "Class 5 Felony," and "Class 6 Felony" shall bear the meaning accorded to such terms in Va. Code § 18.2-10, irrespective of whether the relevant conviction was made under the laws of the Commonwealth of Virginia or another jurisdiction. Each such term, as used in this Policy, shall include any offense meeting the definition for such term, irrespective of how such offense is classified under Virginia law.

For the purpose of this Policy, the terms "misdemeanor," "Class 1 Misdemeanor," "Class 2 Misdemeanor," "Class 3 Misdemeanor," and "Class 4 Misdemeanor" shall bear the meaning accorded to such terms in Va. Code § 18.2-11, irrespective of whether the relevant conviction was

made under the laws of the Commonwealth of Virginia or another jurisdiction. Each such term, as used in this Policy, shall include any offense meeting the definition for such term, irrespective of how such offense is classified under Virginia law.

- n. Rehabilitation. Any applicant who is denied admission due to conviction for possession of controlled substances or alcohol-related crimes, as provided by paragraphs (f) and (g) hereinabove (respectively), may submit evidence to RRHA that the conviction was due to a substance abuse problem from which the applicant has been rehabilitated. RRHA shall disregard such conviction for the purpose of criminal history screening if satisfactory evidence of rehabilitation is presented.

Satisfactory evidence of rehabilitation may include the following:

- i. Evidence of completion of an appropriate substance abuse rehabilitation program and no additional involvement in such behavior for one (1) year prior to application review.
- ii. Results of current drug testing which screens for the controlled substance concerned in the conviction showing no positive test results for at least one (1) year prior to application review.
- iii. Certification of completion of any relevant behavior modification/counseling course.
- iv. Reports and/or letters from social service agencies or case managers who have been working with the resident for the past twelve (12) months.
- v. If none of the evidence described in (i)-(iv) hereinabove is available, the applicant may substitute or supplement such evidence with other written documentation from a reliable source showing that the individual has not abused alcohol or a controlled substance within the 12 months preceding application review. Examples of a "reliable source" may include, without limitation, court records, medical records, or signed statements from the applicant's employer, case worker, counselor, or another credible individual with direct knowledge of the applicant's rehabilitation or abstinence from controlled substances or alcohol. RRHA shall have sole discretion in determining what constitutes adequate and credible documentation.

Prior to making a determination of ineligibility due to criminal history, RRHA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. [24 C.F.R. § 5.903 (f)] If determination of ineligibility is premised on conviction of possession of a controlled substance or an alcohol crime, as described in paragraphs (f) and (g) hereinabove (respectively), such notice shall state that the applicant may rebut the determination with evidence of rehabilitation.

If a family is removed from the waiting list because RRHA has determined the family is ineligible for assistance due to criminal activity, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding RRHA'S decision.

#### **5. Screening Applicants Who Claim Mitigating Circumstances**

If information which demonstrates noncompliance with admission criteria (including an unacceptable criminal record) is received about an applicant, and this ACOP provides that RRHA may consider mitigating circumstances as to such information, RRHA 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 circumstance must be verifiable.

- a. Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that when verified, indicate:
  - i. The reason for the unsuitable rental history and/or behavior.
  - ii. 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.
  - iii. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- b. Mitigating Circumstances
  - i. RRHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such 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.



## **CHAPTER 6 – TENANT SELECTION AND ASSIGNMENT PLAN**

(Includes Preferences and Managing the Waiting List)  
[24 C.F.R. § 960.204]

### **Purpose**

It is RRHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a site-based waiting list. Applicants will be sequenced on the jurisdiction-wide waiting list according to the following procedure:

1. First, applicants are sorted into pools based upon the **type** of unit requested in the application. A unit may fall into more than one "type" if it meets all applicable criteria for each type. (For example, a unit may be both a "general occupancy unit" and a "non-accessible" unit.) A description of the different possible "types" of units for this purpose is enumerated below.
  - a. Units which are not restricted to occupancy by residents of a particular age, residents who are disabled, or other special status (a "general occupancy unit").
  - b. Units which are restricted to occupancy by residents who are elderly, as such term is defined in this ACOP (an "elderly unit").
  - c. Units which are specially designated as accessible to residents with certain disabilities (for example, and without limitation, mobility impairments) in accordance with the Uniform Federal Accessibility Standards ("UFAS") and other applicable law, or which are otherwise restricted to occupancy by disabled families (an "accessible unit").
  - d. Units which are not accessible units and are not generally restricted to occupancy by disabled families, but which nonetheless contain one or more specific, permanent features which make such a unit accessible to an applicant with a disability within the meaning of RRHA's Reasonable Accommodation Procedures (Exhibit #2) (a "reasonable accommodation unit"). Applicants requesting a unit of such type will be sorted into pools along with only those other applicants who request a unit containing the same specific features.
  - e. Units which do not contain any special permanent features which make such a unit accessible to any applicant with a disability (a "non-accessible unit").
2. Second, all applicants who have requested a unit of the same type are further sorted into pools based on the **size** of the unit requested in the application. For this purpose, unit "size" refers only to the number of bedrooms contained in a particular unit.
3. Third, within each individual pool of applicants sorted by both unit type and unit size, applicants are ranked based on any **admissions preference**

claimed in the application. All admissions preferences are subject to verification upon eligibility review. The various admissions preferences, and their respective rankings, are described herein below.

4. Fourth, all applicants within the same unit type/unit size pool and who enjoy the same level of admissions preference are ranked in order of the **date and time** the applicant's initial application was received, with applicants who submitted earlier applications ranked higher than those who submitted later applications.

When a particular housing unit becomes vacant or is expected to become vacant, RRHA will offer that unit to the applicant who is ranked highest (based on claimed preferences and the date and time the application was submitted) among the pool of all applicants who have applied for a unit of the same type and size as such vacant unit. No applicant will be offered a unit other than one of the type and size requested in the application, unless this ACOP explicitly provides otherwise.

This chapter describes RRHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

#### **A. RRHA's Objectives**

RRHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is RRHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list based on the date and time their application was submitted, any admissions preferences claimed, and the size and type of unit the family requires, as described hereinabove.

By maintaining an accurate waiting list, RRHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the RRHA's turnover and the availability of appropriately sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from this pool will be based on completion of eligibility verification described in Chapter 5 and elsewhere in this ACOP.

##### **Site-Based Waiting Lists**

Per the Quality Housing and Work Responsibility Act of 1998, RRHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the PHA's request before the submission of the Annual Plan.

RRHA does not use site-based waiting lists for its low-income public housing program governed by this ACOP.

All applicants who apply for a unit in a community subject to a site-based waiting

list shall be sorted and ranked separately from, but in the same manner as, applicants on the jurisdiction-wide waiting list.

## **B. Management of the Waiting List**

RRHA will administer its waiting list as required by this ACOP, 24 C.F.R. Part 5, Subparts E and F, Part 945 and § 960.201 through § 960.215, and other applicable law. The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent part of the applicant's file.
2. All applicants must meet applicable income and other eligibility requirements as established by RRHA and applicable law.

The waiting list shall be reviewed, and an electronic copy stored, at the end of every month and at the end of the fiscal year. Such copies will be maintained on a rolling basis for 3 years.

### **1. Opening and Closing the Waiting Lists**

RRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications received for a particular size and type of unit, and the ability of RRHA to house an applicant in an appropriate unit within a reasonable period of time, and the further provisions of this ACOP and applicable law.

RRHA may open a waiting list only to families receiving certain admissions preferences or only to certain special populations. If RRHA has site-based waiting lists, it may open only those waiting lists without opening the jurisdiction-wide waiting list.

When RRHA opens a waiting list, RRHA will advertise through public notice in the following newspapers, minority publications and media entities. Location and program for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

- The Richmond Times Dispatch
- Free Press
- RRHA Website
- Other Media (as appropriate)

To reach persons with disabilities or special populations, RRHA will provide notice to local organizations representing the interests and needs of the disabled/special populations.

The notice that any waiting list will be open will contain, at minimum, the following information:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will

provide potential applicants with information that includes the RRHA address and telephone number, how to submit an application, and information on eligibility requirements.

## **2. *When Application Taking is Suspended***

RRHA may suspend the acceptance of applications (i.e., close a waiting list) if there are enough applicants to fill anticipated openings for the next twelve (12) months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable law.

Suspension of application taking is announced in the same way as opening a waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twelve (12) months. RRHA will give at least five (5) days' notice prior to closing the list.

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

## **3. *Reopening the List***

If a waiting list is closed and RRHA decides to open the waiting list, RRHA will publicly announce the opening. Any reopening of the list is done in accordance with the requirements described hereinabove and with applicable law.

## **4. *Limits on Who May Apply***

When the waiting list is open, any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application, even if applications are only being accepted from specific groups and the family may not qualify.

When the initial online application is submitted to RRHA in the manner required by RRHA, it establishes the family's date and time of application, which RRHA will use to determine the family's placement order on the waiting list. Any applications received in person on the same day will be date and time stamped at the time of receipt. If applications are accepted by mail, they will be opened in a random order and stamped with the date and time opened. If applications are accepted electronically, the date and time that the application was completed and submitted will be recorded. Duplicate applications will not be accepted. If more than one application is submitted by the same family, the date and time of the first application submitted will be used to determine the applicant's position on the waiting list.

## **5. *Multiple Families in Same Household***

When families apply that consist of two families living together (such as a

mother and father along with their daughter with her own husband or children) apply as a family unit, they will be treated as a single-family unit.

### **C. *Waiting List Preference Defined***

All claimed admission preferences will be verified prior to admission. A preference does not guarantee admission to the program. Preferences are used only to establish the order of placement on the waiting list. Every applicant must meet RRHA's Selection Criteria as defined in this policy and applicable law and the site selection criteria that may be specific to a property in addition to any preferences claimed.

All preferences claimed on the preliminary application or while the family is on the waiting list will be verified.

The qualification for preference must exist at the time the preference is verified, regardless of the length of time an applicant has been on the waiting list, because the preference is based on current status.

#### **1. *Effect of Deconcentrating and Income-Mixing Goals on Preferences***

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

RRHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low-income families" to public housing in a fiscal year, to the extent that RRHA has provided more than 75 percent of newly available housing to "extremely low-income families."

This income targeting requirement does not apply to a low-income family that is "continuously assisted" under the 1937 Act, or to a low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

#### **2. *Description, Ranking of Waiting List Preferences.***

RRHA has promulgated a series of waiting list preferences. Applicants will receive a certain number of preference points for each preference claimed. The total number of preference points an applicant receives based on the preference claims will be totaled, and each applicant's totaled preference points will be compared with the preference points claimed by other applicants requesting a unit of the same size and type as the applicant. Applicants with a higher total number of claimed preference points will be ranked higher than applicants with a lower number of preference points.

All claimed preferences are subject to verification upon eligibility review (or

sooner, if this ACOP so provides). Applicants for whom a claimed preference cannot be verified will not receive the preference, and such applicants may be returned to the waiting list on a lower position upon denial of such preference.

Any applicant who has claimed one of the preferences described below as of the effective date of this ACOP shall receive the number of points accorded to such preference as laid out below, irrespective of whether such preference was accorded a different number of points under the ACOP in effect at the time such applicant claimed the preference.

RRHA selects applicants for Public Housing based on the following preferences:

- a. **Rent-burdened preference.** An applicant may claim this preference if, at the time of verification, the applicant pays 50% or more of their monthly income per month for the housing they currently occupy. For this purpose, income will be verified in accordance with RRHA's generally applicable income verification procedures. Housing costs may be verified by submission of the applicant's current lease or mortgage statement. If an applicant is not party to a written lease, a notarized statement from the landlord describing the amount of the applicant's monthly housing costs may be accepted. An applicant for whom any family member is currently employed (as verified by RRHA) will receive **three (3) points** for this preference. An applicant for whom no family members are currently employed will receive **five (5) points** for this preference.
- b. **Substandard housing preference.** An applicant may claim this preference if, at the time of verification, the applicant currently resides in substandard housing. An applicant is considered to live in "substandard housing" only if the Code Official of the City of Richmond, or a city official of similar duties, has notified RRHA that the applicant's housing unit is substandard and has referred the applicant to RRHA for the purpose of this preference. For this reason, this preference is applied by referral only and an applicant may not claim the preference on their application. RRHA may adopt or amend necessary written agreements with the City of Richmond for the purpose of administering this preference. An applicant for whom any family member is currently employed (as verified by RRHA) will receive **three (3) points** for this preference. An applicant for whom no family members are currently employed will receive **five (5) points** for this preference.
- c. **Elderly unit preference.** An applicant may claim this preference if, at the time of verification (i) the applicant family includes only members aged 62 or older, and (ii) the applicant has requested an elderly unit. Applicants receive **fifteen (15) points** for this preference.
- d. **Residency preference.** An applicant may claim this preference if, at the time of verification, the head of household currently resides at City of Richmond, Virginia address. For this purpose, the address must be verified by one of the following: (i) address is listed as head of household's

residence on an unexpired driver's license or other state-issued ID; (ii) the head of household produces a lease indicating they reside at the claimed address, or (iii) the head of household produces a utility bill dated within 30 days of the verification appointment which was mailed to the head of household at the claimed address. Applicants receive **fifteen (15) points** for this preference. RRHA's use of this residency preference will not have the purpose or effect of delaying or otherwise denying admission to RRHA's housing program based on race, color, ethnic origin, gender, religion, disability, age, or any other class protected by applicable law of any member of an applicant family.

- e. **Veteran preference.** An applicant may claim this preference if the family includes at least one member who is a veteran or active-duty member of any branch of the United States military. Retired veterans claiming this preference may not have been discharged other than honorably. Veteran or active-duty status may be verified by appropriate documentation from the U.S. military or U.S. Department of Veterans' Affairs, or by such other publicly accessible data which is available to RRHA. Applicants claiming this preference may not also claim the disabled veteran preference. Applicants receive **five (5) points** for this preference.
- f. **Disabled veteran preference.** An applicant may claim this preference if the family includes at least one member who is a (i) a veteran of any branch of the United States military and who (ii) has a service-connected disability. Applicable veteran and disability status must be verified by appropriate documentation from the U.S. Department of Veterans' Affairs. Applicants claiming this preference may not also claim this preference as to any individual for whom the disabled preference or the veteran preference is also claimed. Applicants receive **fifteen (15) points** for this preference.
- g. **Deceased veteran preference.** An applicant may claim this preference if the family includes the spouse or minor child of a (i) deceased veteran of any branch of the United States military, (ii) whose death was service connected. Eligibility must be verified by appropriate documentation from the U.S. Department of Veterans' Affairs. Applicants receive **fifteen (15) points** for this preference.
- h. **Elderly preference.** An applicant may claim this preference if (i) the family includes any member aged 55 or older, and (ii) the family has requested a general-occupancy unit. Applicants receive **three (3) points** for this preference.
- i. **Disabled preference.** An applicant may claim this preference if (i) the family includes any disabled member, and (ii) the family has requested a general-occupancy unit. An applicant may not claim this preference as to any individual for which the disabled veteran preference is also claimed. Applicants receive **three (3) points** for this preference.
- j. **Housing Choice Voucher shortfall preference.** An applicant may receive this preference if the applicant family (i) has received a Housing Choice Voucher, (ii) is still within the initial search period for such voucher

(including any extension thereof), and (iii) is, in RRHA's sole determination, at risk of losing such voucher due to a funding shortfall in the Housing Choice Voucher program. Applicants for whom this preference may apply will be referred from RRHA's Housing Choice Voucher department; accordingly, applicants may not claim this preference on the application. Applicants receive **twenty (20) points** for this preference.

- k. Homelessness preference.** An applicant may receive this preference if (i) all family members are currently homeless, and (ii) the applicant family has been referred to RRHA for this purpose by the Richmond Behavioral Health Authority (RBHA) pursuant to a certain written agreement between RRHA and RBHA. Under such agreement, RBHA shall refer applicants who, in RBHA's sole determination, (i) resided in the City of Richmond (including at a homeless shelter) for 30 days prior to referral, (ii) resided in a recognized partner shelter, and (iii) met all admission and occupancy requirements of such shelter prior to referral to RRHA. Applicants for whom this preference may apply may only receive the preference by such referral; accordingly, applicants may not claim this preference on the application. RRHA reserve the right to verify that applicants referred under this process have satisfied any debts owed to RRHA under a previous lease prior to program admission. RRHA may verify that applicants referred for this preference currently resides at the identified shelter and remains in good standing with such shelter at the time of verification. RRHA may require applicants referred under this preference to undergo appropriate Social Services or other counseling prior to ultimate acceptance into the program. Applicants receive **twenty (20) points** for this preference.
- l. VAWA preference.** An applicant may receive this preference if any family member (i) is a survivor of domestic violence, dating violence, sexual assault, or stalking such that they are eligible for protection under the Violence Against Women Act (VAWA), and (ii) expresses an expedited need for housing which is directly related to such status. An example of such expedited need for housing related to VAWA protections includes, by way of illustration only, the need to remove the family from the presence of an abuser with whom the family currently resides. Verification of an applicant's eligibility for VAWA protection, as well as the applicant's need for expedited housing which directly relates to such eligibility, shall be made in the manner described in Chapter 2 hereinabove. Applicants may be required to submit documentation verifying eligibility for this preference upon application submission and prior to eligibility review. Applicants receive **twenty (20) points** for this preference.
- m. Involuntary displacement preference.** An applicant may receive this preference if the family has been or will be displaced from a non-RRHA residence due to RRHA real estate development activities. Information regarding eligibility and verification of this preference can be found in Section D of this Chapter herein below. Applicants for whom this



preference may apply will be referred from RRHA's Real Estate and Community Development department; accordingly, applicants may not claim this preference on the application. Applicants receive **twenty (20) points** for this preference.

- n. Families who fall out of compliance with site-based requirements.** An applicant may receive this preference if the family has become ineligible for continued occupancy at certain mixed-finance public housing communities not owned or managed by RRHA. Information regarding eligibility and verification of this preference can be found in Section E of this Chapter herein below. Applicants for whom this preference may apply may only receive the preference by the referral process described in such section; accordingly, applicants may not claim this preference on the application. Applicants receive **twenty (20) points** for this preference.

Single applicants who are elderly or disabled single persons will be assisted before other single persons.

If an applicant claims a displaced preference, they must provide a certified referral from the list of approved agencies along with the application.

As used in this section, the term "veteran" is defined as a "person who served in the active United States military, naval, or air service, and who was discharged or released from the service under conditions other than dishonorable, or who is currently on active duty."

In evaluating the evidence to determine whether an applicant is a "veteran" for the purpose of a preference, the RRHA will rely upon military department service records. Such records may include an original military service record; a copy issued by a military service with the certification that it is a true document; or a copy submitted by an accredited agent, attorney, or service representative with special training, who certifies that it is a copy of an original military service document or a copy of a copy of such document. The document must contain data regarding the length, time, and character of the service.

### ***3. Denial of Preference***

RRHA shall not give preference and shall permanently deny admission to public housing and other federally assisted housing programs, any individual convicted of manufacturing or producing methamphetamine ("speed") as required by the Quality Housing and Work Responsibilities Act of 1998.

Furthermore, if RRHA denied a preference claimed by an applicant, RRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review in accordance with this ACOP and applicable law. The applicant will have fifteen (15) business days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed back on the waiting list in the position the applicant would receive if the preference had not been claimed.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, they will be denied housing and withdrawn from the Waiting List with notification to the family.

#### ***D. Eligibility for Involuntary Displacement Preference***

This section is subordinate to Chapter 16 of this ACOP in all respects.

1. **Eligibility for preference.** RRHA shall grant preference to families involuntarily displaced from a non-RRHA residence due to a real estate acquisition by Richmond Redevelopment and Housing Authority using public or private funds in a project including the taking of private property by negotiated sale, or for purposes of rehabilitation, demolition, or other improvement, or due to the inaccessibility of a unit.

For the purpose of this section, “involuntarily displaced” is defined as families who are displaced from their residence due to the involuntary acquisition of a property other than an RRHA public housing unit.

- a. If a property is acquired due to a voluntary sale and the owner does not reside in the property, if the owner meets the RRHA eligibility standards, the owner may apply for admission as a RRHA resident but will not qualify for the preference.
  - b. If the property is acquired due a voluntary sale and the owner resides in the property, if the owner meets the RRHA eligibility standards, the owner may apply for admission as a RRHA resident but will not qualify for the preference.
  - c. If the property is acquired under threat or use of eminent domain and the owner resides in the property, if the owner meets the RRHA eligibility standards, the owner will qualify for the preference.
  - d. If the property is acquired under threat or use of eminent domain and the owner does not reside in the property, if the owner meets the RRHA eligibility standards, the owner may apply for admission as an RRHA resident but will not qualify for the preference.
  - e. If a property is acquired due to a voluntary sale and the property has been deemed unsafe, substandard, or meets the City of Richmond code enforcement, the owner, and applicants of the property, if all RRHA eligibility requirements have been met, may apply for admission as a RRHA resident on a short-term or long-term basis. Short-term basis is defined as less than 1 year.
2. **Process for referral admission.** Only applicants referred by RRHA’s Department of Real Estate and Community Development (“RECD”) may receive this preference. RECD will make referrals in accordance with the following procedures:
    - a. The RECD shall certify that the family previously resided in the relevant property prior to becoming displaced and meet all the requirements of RRHA prior to referral to TSO. A family referred to the TSO shall hereinafter be referred to as the “Referred Family” for the purpose of this section.
    - b. Prior to referring a family to TSO, RECD shall ensure that the

prospective referral has paid any amounts owed to RRHA under any previous lease.

- c. Prior to making a referral to TSO, RECD shall conduct a needs assessment to determine the housing and social needs of each potential referral.
- d. All referrals must be submitted on RECD letterhead.
- e. Prior to referring a family to TSO for housing, RECD shall certify, in a written letter of referral reasonably acceptable to RRHA, that each Referred Family is eligible to be a referral.
- f. All referral letters must include the family's address (displaced and current resident), name, phone numbers, and a deadline for the person to vacate.
- g. Each referred family must submit a public housing initial application.
- h. RRHA agrees to determine the eligibility of persons referred to public housing under the same terms, standards and procedures outlined in the Admission and Continued Occupancy Policy (ACOP) that are applied to all other RRHA applicants.
- i. Short-term leases (timeframe less than 1 year) are available for Referred Families affected by Real Estate and Community Development revitalization actions.
- j. All adult referrals shall complete the Dissemination Form authorizing the release of criminal record history and credit report to TSO upon applying for housing.
- k. All Referred Families must be a Richmond city resident for 30 days prior to referral.
- l. Referred Families in violation of any RRHA program rules which would render them ineligible for assistance.
- m. All Referred Families must pay all outstanding balances owed to RRHA, a landlord in connection with the HCV program, or rents or other amounts to any housing authority in connection with public housing prior to submitting an application.
- n. TSO shall have the right to offer a Referred Family a unit in any of its public housing communities which RRHA determines, in its sole and absolute discretion, to be suitable for the Referred Family.
- o. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancy. If the applicant refuses the first offer, the applicant will be offered a second choice. If the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.

- p. If there is only one location at which suitable units are available (e.g., only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies, and if the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
- q. TSO shall have the right to offer an available unit to another prospective tenant in the event that:
  - 1. No referrals are under consideration at the time a unit becomes available; or
  - 2. Referred Family has refused an offered unit.
- r. When a referred families consists of two families living together (such as a mother and father, and a daughter with her own husband or children), if they are all legal occupants of the residence, they will be treated as a family unit.
- s. Depending upon RRHA's vacancy status, modernized units and scattered site units may be offered to Referred Families. In addition to the qualifying terms, standards and procedures outlined in the ACOP, the referred families must meet the following criteria to be considered for these properties:
  - 1. At least one adult Household Member must work a minimum of 30 hours/week and prove steady employment for at least twelve (12) months prior to the date of eligibility determination.
  - 2. All household members who are 18 years of age and older must be employed, attending school as a full-time student, or enrolled in an approved job training program.
  - 3. Total Tenant Payment must equal/exceed the flat rent amount scheduled at the property.
- s. RRHA reserves the right to refer families to modernization units and scattered site units in a manner that has the least impact on vacant units.

***E. Eligibility for Preference for Families Who Fall Out of Compliance with Site-Based Requirements***

In the operation of its public housing programs, RRHA may elect to enter into an agreement with private entities and/or management companies for the ownership, management, and operation of certain RRHA public housing units. RRHA shall enter into an agreement with such entities that will govern the development, operation, and management of such programs. The agreement shall specify the general duty to maintain and operate the Public Housing units in compliance with public housing requirements, the agreement and any other RRHA approved operational agreements.

Residents in designated public housing units within these private management programs may have as a condition of continued occupancy certain site-based

residency requirements as stipulated within the agreement. Such requirements may include a work and/or community service requirement. RRHA shall grant an admissions preference to families determined ineligible for continued occupancy within such private management programs due to noncompliance with such site-based requirements. Preference shall only be given for families determined ineligible due to these requirements only, and not generally applicable public housing program requirements.

RRHA will follow the guidelines below when assisting families determined ineligible for continued occupancy as a result of noncompliance with site-based requirements:

1. Tenants will be eligible to be placed on open Richmond Redevelopment and Housing Authority (RRHA) Public Housing Wait List.
2. The Private Management Program shall certify that the family:
  - a. previously resided in the property prior to becoming ineligible; and
  - b. otherwise meets all the requirements of RRHA public housing eligibility prior to referral to the Tenant Selection Office. A family referred to the Tenant Selection Office shall hereinafter be referred to as the "Referred Family".
3. Prior to referring a family to the Tenant Selection Office, the private management program shall ensure that the prospective referral has paid any amounts owed under any previous lease.
4. Prior to making a referral to the Tenant Selection Office, the Private Management Program shall conduct a needs assessment to determine the housing and social needs of each potential referral.
5. All referrals must be submitted on letterhead of the managing company.
6. Prior to referring a family to The Tenant Selection Office for housing, the private management company shall certify, in a written letter of referral reasonably acceptable to RRHA, that each Referred Family is eligible to be a referral.
7. All referral letters must include the family's address name, phone numbers, and a deadline for the person to vacate.
8. Each referred family must submit a public housing preliminary application.
9. RRHA agrees to determine the eligibility of persons referred to public housing under the same terms, standards and procedures outlined in the Admission and Continued Occupancy Policy (ACOP) that are applied to all other RRHA applicants.
10. All adult referrals shall complete the Dissemination Form authorizing the release of criminal record history and credit report to the Tenant Selection Office upon applying for housing.
11. Referred Families in violation of any RRHA program rules and regulations will not be eligible for housing.
12. All Referred Families must pay all outstanding balances owed to RRHA, a landlord in connection with the Section 8 program, or rents or other amounts to

any housing authority in connection with public housing prior to submitting an application. Applicant must provide evidence of participation in Social Service or other appropriate counseling service programs before an application will be accepted for housing.

13. Based on the availability of rental units, RRHA agrees to make available public housing rental units.
14. The Tenant Selection Office shall have the right to offer a Referred Family a unit in any of its public housing communities which RRHA determines, in its sole and absolute discretion, to be suitable for the Referred Family.
15. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancy. If the applicant refuses the first offer, the applicant will be offered a second choice. If the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
16. If there is only one location at which suitable units are available (e.g., only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies, and if the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
17. The Tenant Selection Office shall have the right to offer an available unit to another prospective tenant in the event that.
  - a. No referrals are under consideration at the time a unit becomes available;  
or
  - b. Referred Family has refused an offered unit.
18. When Referred Family consists of two families living together (such as a mother and father, and a daughter with her own husband or children), if they are all legal occupants of the residence, they will be treated as a family unit.
19. Depending upon RRHA's vacancy status, modernized units and scattered site units may be offered to Referred Families. In addition to the qualifying terms, standards and procedures outlined in the ACOP, the referred families must meet the following criteria to be considered for these properties:
  - a. At least one adult Household Member must work a minimum of 30 hours/week and prove steady employment for at least twelve (12) months prior to the date of eligibility determination.
  - b. All household members who are 18 years of age and older must be employed, attending school as a full-time student, or enrolled in an approved job training program.

- c. Total Tenant Payment must equal/exceed the flat rent amount scheduled at the property.

**E. Mixed Population Units**

A mixed population development is a public housing development, or portion of a development, that includes units that were reserved for both elderly families and disabled families at its inception (and has retained that character), or that was subsequently approved by HUD to be designated as such. In accordance with local preferences, elderly families whose head, co-head or spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

**F. Units Designated for Elderly or Disabled Families**

[24 C.F.R. § 945]

RRHA may designate projects or portions of a public housing project specifically for either elderly (an “elderly unit”) or disabled families (an “accessible unit”).

RRHA must have a HUD-approved allocation plan before the designation may take place. RRHA shall make units in the designated housing available only to the families for which they are designated.

Among the designated developments, RRHA must also apply any preferences that it has established. If there are an insufficient number of elderly families to occupy the available elderly units, RRHA may allow near-elderly families to occupy the units. (24 C.F.R. § 945.303(c) (1).

The decision of any elderly family or disabled family not to occupy or accept occupancy in designated housing shall not have an adverse effect on their admission to or continued occupancy in public housing, or the family’s position on or placement on the waiting lists. However, this protection shall not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area [24 C.F.R. § 945.303(d)(1) and (2)].

This protection shall apply to an elderly family or disabled family that declines to accept occupancy in an elderly unit or accessible unit, respectively, and requests occupancy in a general occupancy project or in a mixed population project. [24 C.F.R. § 945.303(d) (3)].

This part may not be construed to require RRHA to offer a dwelling in a designated project to a family who is not the appropriate family size for the dwelling unit. [24 C.F.R. § 945.303 (e)].

Any tenant who is lawfully residing in a dwelling unit in a public housing project may not be evicted or otherwise required to vacate the unit because of the later designation of the project for elderly or disabled families, or because of any action taken by HUD or RRHA in accordance with this part. [24 C.F.R. § 945.303(f)]

As with other HUD-assisted housing, no disabled family or elderly family residing

in designated housing may be required to accept supportive services made available by RRHA. [24 C.F.R. § 945.303(g)].

#### **G. General Occupancy Units.**

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

Reasonable accommodation units are typically considered general occupancy units unless and until an applicant makes a reasonable accommodation request for such unit as accommodation for a disability.

#### **H. Offer of Placement**

RRHA does not maintain a merged Waiting List for the public housing and Housing Choice Voucher program. Per 24 C.F.R. § 982.205, if the Housing Choice Voucher Waiting List is open when the applicant is placed on the public housing list, RRHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for a Housing Choice Voucher, RRHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by RRHA.

#### **I. Offer of Accessible Units to Non-Disabled Applicants**

RRHA may offer an accessible unit to a non-disabled family if no disabled family requires the accessible features of such unit at that time. When offering an accessible unit to a non-disabled applicant, RRHA will require the applicant/tenant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant/tenant. This requirement will be a provision of the lease agreement.

#### **J. Removal from Waiting List and Purging**

Depending on the movement of the waiting list, The Tenant Selection Office will conduct a review annually to determine if the wait list will be purged. The Tenant Selection Supervisor will certify the results. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to the request by the deadline indicated in the update letter request for confirmation and continued interest, s/he will be removed from the waiting list.

To update the waiting list, RRHA will send an update request by email to each family on the waiting list to determine the family continued interest and to ensure that the waiting list information is current and accurate. The email will ask for written confirmation of continued interest by returning the attached update form by a deadline date. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

All updates received by mail prior to the deadline date will be opened in a random order and stamped with the date of receipt.



If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If the notice is returned by the post office with a forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If a family is removed from the waiting list for failure to respond and or mail return, the applicant will be ineligible to reapply for a period of 1 year from the date the mail was returned, or the waiting list reopens.

In addition, disabled families may request a reasonable accommodation, if they are unable to respond due to their disabilities.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period and verification of such is received by RRHA.

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

#### ***K. Plan for Unit Offers, Conditions, Governing Assignment of Units, Assignment of Units***

Applicants are assigned their appropriate place on the approved waiting list (sub-list) according to the terms of this ACOP and any Local Preferences within the priority.

All community-wide housing offers will be made from the approved waiting list of appropriate size and /or suitable type and shall be made in accordance with the following:

1. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancy. If the applicant refuses the first offer, the applicant will be offered a second choice in the location with the second-oldest vacancy. If the applicant refuses the second offer for other than good cause, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
2. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location. If the applicant refuses the second offer for other than good cause, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.

Once the unit is shown and the applicant the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. This form will then be returned along with the applicant's folder to the Tenant Selection Office.

The RRHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

RRHA shall select, assign, and offer the first qualified applicant in sequence on

the waiting list will be made two offers of a unit of the appropriate size. RRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

#### ***L. Changes to Prior Unit Offer***

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

#### ***M. Good Cause to Refuse Unit Offer***

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

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

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

#### ***1. Applicants with a Change in Family Size or Status***

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed prior to unit offer. RRHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

When a family on the Waiting List breaks up, both the head and the co-head

are permitted to have separate applications. Each application shall retain the original date/time. However, adult children of a head or co-head are not permitted to break off into a separate household and will be required to submit a second application.

When a family is on the Waiting List and the head of household is deceased, an adult member who has court ordered final custody of any minor children listed on the application shall be allowed to retain the original application position.

DRAFT

## Chapter 7 - OCCUPANCY GUIDELINES

### **Purpose**

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

### ***B. Determining Unit Size***

Applicants will be approved for admission as well as continued occupancy based upon the general standard of two persons per bedroom, in accordance with the policies listed below:

<b><u>Number of Bedrooms</u></b>	<b><u>Number of Persons (Minimum/Maximum)</u></b>
1	1 to 2
2	2 to 4
3	3 to 6
4	4 to 8
5	5 to 10

1. Two minor children of the same sex shall be required share a bedroom.
2. Husband and wife share the same bedroom.
3. Foster children and foster adults are included in determining unit size.
4. Two minor children of the opposite sex shall be required to share the same bedroom until the oldest of the children reaches the age of six (6) years.
5. A single head of household shall not be required to share a bedroom with his/her child.
6. Two adults (of any gender) who are not spouses may not be required to share a bedroom.

### ***C. Exceptions to Occupancy Standards***

1. Live-in aides will be provided a separate bedroom in all cases.
2. Family members temporarily absent may be considered a part of the family group if they are living or will live regularly with the family. The reason for the temporary absence must be documented and is subject to RRHA approval in accordance with this ACOP and applicable law.
3. For families consisting of head and spouse (or head and co-head), an additional child carried by such head, co-head, or spouse which is unborn at the time of unit size determination will be considered a minor child in determining unit size. A pregnant woman must provide a proof of pregnancy

letter on letterhead / stationery from her attending physician before an unborn child will be counted as a person in determining the unit size.

4. RRHA will grant an exception to these occupancy standards upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.
5. RRHA will consider granting exceptions to the Occupancy Standards at the family's request if RRHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a Reasonable Accommodation for a person with disabilities. An exception may also be granted for a smaller bedroom size in cases where the number of members in a family already occupying a public housing unit exceeds the maximum number of persons allowed for the apartment size in which the family resides (according to the Occupancy Standards Chart), and the family does not want to transfer to a larger size apartment.

When evaluating exception requests, RRHA will consider the size and configuration of the apartment. Under no circumstances will RRHA grant an exception that is in violation of local housing or occupancy codes, regulations, or applicable law.

6. Requests from applicants to be placed on the Waiting List for an apartment size smaller than designated by the occupancy standards will be approved as long as the apartment is not overcrowded according to local code or applicable law, and the family agrees in writing to occupy the apartment until there is a change in family size or composition.
7. To prevent vacancies, RRHA may, in its discretion, provide an applicant family with a larger apartment than the occupancy standards permit. However, in these cases, the family must agree to move to a suitable, smaller apartment when another family qualifies for the larger apartment and there is an appropriate sized apartment available to which the family can transfer.

#### ***D. Exceptions to Occupancy Standards for Current Households***

1. Two minor children of the opposite sex shall be required to share the same bedroom until the older child reaches the age of 10 (ten) years.
2. A single head of household parent shall be required to share a bedroom with his/her minor child until the child reaches the age of 3 (three) years old.

#### ***E. Units Occupied by RRHA Residents as Employees***

1. A public housing resident may also be employed by the housing authority. Public housing residents who are also employees of public housing authority are subject to the same lease terms and conditions of all public housing residents. They have client numbers, public housing leases, and an obligation

to pay rent. A resident-employee's required rent payments cannot be lowered as a part of his/her compensation from the housing authority.

2. If a public housing resident is employed by the housing authority and the employment is later terminated, the resident will retain his/her right to tenancy and be treated as any other public housing resident.

#### ***F. Units Occupied by RRHA Employees (non-public housing residents)***

1. Only upon prior approval of the Chief Executive Officer, or their designee, may a public housing unit be leased to an employee whose job necessitates residing at the Development (i.e., Live-In Maintenance, Officer Next Door, etc.) but who is a "non-public housing resident" in accordance with the applicable HUD regulations and was not selected for occupancy in accordance with RRHA's eligibility criteria. That employee is not a public housing resident and should not be assigned a client number and/or public housing lease.
2. The unit leased to such employee shall be designated as an "Employee Occupied Unit" in the property management system and in HUD's Inventory.
3. Management System (IMS)/ PIH Information Center (PIC). That employee shall be given a standard residential lease (not a public housing lease) which provides standards of living similar to those imposed upon the public-housing residents of the Development, and the lease shall be contingent upon the employee's continued employment. All adult members of the employee's household, other than the employee shall be screened in accordance with the public housing occupancy screening criteria and shall not be permitted to reside in the unit if such members are not otherwise eligible for the program.

#### ***G. Processing Exceptions***

All requests for exceptions to RRHA's Occupancy Standards must be submitted in writing, except for reasonable accommodation requests based on disability. Requests for a larger size apartment must explain the need or justification for the larger size apartment and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source according to RRHA's applicable verification policies.

#### ***H. Accessible Units***

No non-disabled families may be offered accessible units, but only until all eligible disabled residents *and* disabled applicants have been offered such unit. Accessible units may be offered and accepted by non-disabled applicants only with the understanding that such applicants/residents must accept a transfer to a non-accessible unit at a later date if a person with a disability requiring the unit applies for the accessible unit and is determined eligible.

#### ***I. Family Moves***

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type

of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List (See Chapter Transfer Policy).

DRAFT

## ***CHAPTER 8 - Leasing***

### **Purpose**

Public housing leases are the basis of the legal relationship between RRHA and the resident. An eligible family may occupy a Public Housing dwelling apartment under the terms of a lease. The lease must meet all regulatory requirements and must also comply with applicable state and local laws and codes.

Pursuant to 24 C.F.R. § 966.4(f)(4), Va. Code § 55.1-1228, and other applicable law, this Admissions and Continued Occupancy Policy (“ACOP”), as it may in the future be amended and including all exhibits and attachments hereto, is expressly incorporated by reference into each existing Dwelling Lease between RRHA and any family for any public housing unit as if laid out in full within such Dwelling Lease. The terms and provisions of this ACOP, as the same may be in the future amended and along with any exhibits or attachments hereto, shall be considered substantive terms of such Dwelling Lease any violation thereof may result in termination of such Dwelling Lease in accordance with applicable law.

### ***A. General Leasing Policies***

1. Apartments will be leased without regard to race, religion, sex, age, national origin, disability, family status, or any other classification protected under applicable law. [24 C.F.R. § 1.4 (b)(1)]
2. All Public Housing units must be occupied by families whose sole residence is the Public Housing apartment. [24 C.F.R. § 966.4(3)]
3. All units must be occupied pursuant to a signed RRHA lease that complies with HUD’s regulations. [24 C.F.R. § 966.4(d)]. The lease shall state:
  - a. The names of the PHA and the tenant;
  - b. The unit rented (address, apartment number, and any other information needed to identify the dwelling unit);
  - c. The term of the lease which is one year (or shorter term for real estate transactions)
  - d. A statement of what utilities, services, and equipment (if necessary) are to be supplied by the PHA without additional cost, and what utilities and appliances are to be paid for by the tenant;
  - e. The composition of the household as approved by RRHA (family members and any RRHA-approved live-in aide). The family must promptly inform RRHA of the birth, adoption, or court-awarded custody of a child. The family must request RRHA approval to add any other family member as an occupant of the unit;
  - f. HUD’s regulations in 24 CFR part 5, subpart L (Protection for Survivors of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply.
4. RRHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. [24 C.F.R. § 966.4(c)]
5. The property manager shall provide an explanation of the lease provisions



either prior to move-in or at the time of move-in.

6. Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination.
7. Residents are prohibited from installing their own locks on RRHA apartment doors.
8. Premises must be used as the only private residence of the family. RRHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the RRHA's policy on such activities and other applicable law.

### ***B. Lease Execution***

The lease must be executed by the resident and RRHA. [24 C.F.R. § 966.4(a) (3)] The lease shall be signed by the head, spouse, and all other adult members of the family and by the CEO or other authorized representative of RRHA, prior to actual admission. [24 C.F.R. § 966.4 (a) (3)]. Without limiting the foregoing, the chief Property Manager of each public housing community is considered an authorized representative of RRHA for this purpose.

At the time of leasing, the new resident will receive a copy of the executed RRHA Dwelling Lease, Pet Policy, Mold Addendum, Satellite Addendum, Bed Bug Addendum, Smoke-Free Addendum, Notice of Rights under VAWA, Rules and Regulations, and any other amendment or endorsement to such lease required by applicable law or RRHA policy at such time.

If a resident transfers from one RRHA apartment to another, a new lease will be executed for the dwelling into which the family moves, and the prior lease will be terminated. [24 C.F.R. § 966.4 (a) (ii)]

The lease must state the composition of the household as approved by RRHA (including family members, foster children, and foster adults, and any RRHA-approved live-in aide). [24 C.F.R. § 966.4(a) (1) (v)]

Files for households that include a live-in aide will contain file documentation signed by the live-in aide providing that the live-in aide is not a party to the lease and is not entitled to RRHA assistance. The live-in aide is only approved to live in the apartment while serving as the attendant for the participant family member.

### ***C. Lease Renewal***

Annually, RRHA will prepare a "Lease Amendment Letter" which includes the new rent if rent has changed. Unless the Lease is otherwise modified or terminated prior to the anniversary of the Lease's effective date, the Lease shall automatically be renewed for successive terms of one year.

Amendment or renewal of the Lease, including implementation of any new rent amount, does not waive RRHA's ability to:

1. Collect all amounts due under any prior lease, and/or
2. Pursue any pending or scheduled unlawful detainers, judgments for possession, writs of eviction, or other lease termination actions.

### ***D. Adoption of Rules and Regulations.***

Pursuant to 24 C.F.R. § 966.4(f)(4), Va. Code § 55.1-1228, and other applicable law, RRHA may, from time to time, promulgate certain Rules and Regulation pertaining to continued occupancy by families of its public housing dwelling units. A current statement of such Rules and Regulations (entitled 2020-2021 Rules and Regulations) is attached to this ACOP as Exhibit #3. Such Rules and Regulations are incorporated into this ACOP by reference as if fully laid out herein. Such Rules and Regulations shall take full force and effect upon the effective date of this ACOP and shall remain in full force and effect unless and until revoked, revised, or amended by RRHA's Board of Commissioners and approved by HUD as part of any revision to or future version of this ACOP. The Rules and Regulations incorporated into this ACOP supersede and render without effect all prior versions of such Rules and Regulations, including any version of such Rules and Regulations offered to and affirmatively executed by any existing RRHA resident, in accordance with 24 C.F.R. § 966.4(f)(4), Va. Code § 55.1-1228, and other applicable law.

#### ***E. Modifications to the Lease***

RRHA will give residents 30 days advance notice of the proposed changes to the lease and an opportunity to comment on the changes. [24 C.F.R. § 966.3]. After proposed changes have been incorporated into the lease, each family will be notified at least 30 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy, subject to all other applicable law. [24 C.F.R. § 966.4(l) (2) (iii) (E)]

#### ***F. Other Lease Modifications***

1. 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: [24 C.F.R. § 966.4(c)]
  - a. A new lease agreement will be executed, or
  - b. A "Lease Amendment Letter" will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease in accordance with applicable law. All copies of such riders or insertions are to be dated and signed by the Resident and by the CEO or other authorized representative of RRHA if execution by signature is required to give such rider or insertion legal force and effect under applicable law. [24 C.F.R. § 966.4 (a)(3)]
2. The lease will be amended as necessary to reflect all changes in family composition.
3. If, for any reason, any member of the household ceases to reside in the apartment during the term of the lease, the lease will be amended by drawing a line through the person's name. The head of household and RRHA will be required to initial and date the change.
4. Changes in family composition, income, or family status between the date of

eligibility interview and the date of leasing will be processed by the Tenant Selection Office. Such changes may affect various terms and conditions of the family's participation in the program, including eligibility, unit offer, or monthly rental amount.

5. Changes after leasing will be processed by the Property Manager or his/her designee.
6. If a new household member is approved by RRHA to reside in an apartment with an existing public housing family, the person's name and birth date will be added to the existing public housing family's lease. The head of household and RRHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease and new lease rider.

### **G. Smoke Free Housing**

All RRHA public housing units are designated as smoke-free housing. The purpose of designating smoke-free housing is to provide a healthier environment for our residents and eliminate the harmful effects of second-hand smoke, fire danger, and damage to apartments due to smoke. Secondhand smoke is particularly dangerous to children and people with respiratory disease. It is the third leading cause of preventable death in the United States and in 2006; the U.S. Surgeon General stated that there is no safe level of secondhand smoke.

The term "smoke" and "smoking" shall bear the same meaning as those terms are defined in RRHA's public housing dwelling lease, as the same may be amended.

Smoking is prohibited in all public housing units, all common areas inside and outside any RRHA-owned building, up to 25 feet from each building, and up to 50 feet from each building's entryway.

RRHA will establish smoke-free policies that pertain specifically to its buildings and grounds including any common areas, entry ways, openings to the building (e.g., windows), and /or playground that are designated as smoke-free. RRHA will include information regarding its smoke-free policy on all applicable housing applications to ensure that incoming tenants are aware of the rules before they move-in.

Where applicable, RRHA shall post no smoking signs at entrances and exits, common areas and hallways (and in conspicuous places on the grounds adjoining the apartment complex.)

In carrying out any smoke-free housing policy, RRHA will comply with all applicable fair housing and civil rights requirements in 24 C.F.R. § 5.105, including but not limited to the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the American Disabilities Act; Section 109 of the Housing and Community Development Act of 1974.

### **H. Security Deposits**

1. The resident shall pay a security deposit at the time of leasing. The security

deposit is the lesser of the following amounts: (i) \$ 200.00, or (ii) an amount equal to twice the family's monthly rental charge at the time of admission. [24 C.F.R. § 966.4 (b)(4)]

2. For existing residents who transfer from one public housing unit to another, the resident's security deposit for the originating unit will be applied outstanding charges and/or refunded in the manner described in Chapter 15 herein below. The resident's security deposit for the new unit shall be determined in accordance with paragraph 1 above upon transfer.
3. RRHA will apply the Security Deposit at the termination of the Lease for the following:
  - a. To pay the cost of any rent or any other charges owed to RRHA by the resident at the termination of this lease.
  - b. To reimburse the cost of repairing any intentional or negligent damages to the dwelling apartment caused by Resident, household members or guests, other than normal wear and tear.
4. RRHA will not use the Security Deposit to pay rent or other charges while the resident occupies the dwelling apartment.
5. RRHA will not refund the Security Deposit until the resident has vacated and RRHA has inspected the dwelling apartment.
6. RRHA will return the security deposit (if due to the resident), with any accrued interest, within 45 days after the resident moves out.
7. RRHA will refund the Security Deposit to the resident when he/she vacates, less any deductions for any applicable costs.
8. If any deductions are made, RRHA will furnish the resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.
9. If sole remaining adult member of a family dies during the term of a public housing lease, refund of any security deposit remaining after applicable costs are satisfied shall be made payable to the estate of the deceased resident.

#### ***I. Absence from the Apartment***

Households must advise RRHA if they will be absent from the apartment for more than 30 consecutive days. Residents shall notify the manager, secure the apartment, and provide a means for RRHA to contact the resident in an emergency. Failure to advise RRHA of an extended absence is grounds for termination of the lease. See ACOP chapter 19 on Lease Terminations for policies related to termination and absence from the apartment.

#### ***J. Remaining Members of the Resident Family***

All RRHA public housing leases must designate at least one individual as head of household.

If the sole remaining head of household under any public housing lease vacates the unit, or dies during the term of the lease, any remaining family member who (i) has legal capacity to execute a lease, (ii) is an adult or an emancipated minor, and (iii) was listed as an authorized occupant (other than a live-in aide or foster child/adult) on the lease for such unit at the time of the death or departure of the last remaining head of household may submit a written request to RRHA to

become the new head of household. Such request must be made within ten (10) business days of the death or departure of the last remaining head of household, at which point the lease shall terminate, unless RRHA, in its discretion, waives this timeframe.

If, upon the death or departure of the last remaining head of household, only minor children remain on the lease, then any adult or emancipated minor who was not on the lease may request to become a new head of household. RRHA will complete, and the proposed head of household must pass, eligibility screening for all program requirements. The individual must request to become the new head of household within ninety (90) days of the death or departure of the last remaining head of household, at which point the lease will terminate, unless RRHA, in its discretion, waives this timeframe. (See also Chapter 10, Section J of this ACOP regarding the caretakers of minor children.)

When any individual requests to become the head of household of an existing public housing family upon the death or departure of the family's last remaining head of household, the proposed head of household must attend a special reexamination to verify program eligibility and income, irrespective of whether such individual was listed as an authorized occupant under the original lease. Failure to attend the special reexamination may result in lease termination for all family members.

RRHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for a period of six months.

Any family member listed as an authorized unit occupant under a public housing lease at the time the last remaining head of household under such lease dies or departs may remain on the lease, and will be considered a member of the family, until (i) a new head of household is verified, or (ii) the lease terminates.

When a new head of household is verified, that individual and all other adult members of the household must execute a new lease. Every remaining family member listed as an authorized occupant under the original lease may be named as a family member under the new lease without further eligibility screening.

When a co-head of household or a head of household with a spouse who also resides in the unit departs or dies, then that individual's remaining spouse or co-head shall automatically become head of household. The new head of household will be held responsible for arrearages incurred by the former head or spouse. RRHA may establish a payment plan with the new head of household, especially where there could be an eviction due to delinquent amounts incurred by the former head.

Notwithstanding the foregoing, RRHA will not hold any individual responsible for any debts owed to RRHA which were incurred by a head of household who has departed or died if such individual was under the age of 18 (and was not an emancipated minor) at the time the debts were incurred.

#### ***K. Effective Date of Rent Adjustments***

Residents will be notified in writing of any adjustment to income-based rents, Flat

Rents, or ceiling rents (each discussed in Chapter 9 herein below), including the effective date of the adjustment.

1. Rent decreases go into effect the first day of the month following the report of a change.
2. Income decreases reported or verified after the resident accounting cut-off date will be effective the first day of the second month following the report of a change, and a retroactive credit will be applied to reduce the rent for the first month after such change was reported, if applicable.
3. Rent increases (except those due to misrepresentation) require 30 days' notice to the tenant and generally will be effective on the first day of the month following the month in which 30-day notice to the family expires.

#### ***L. Maintenance and Damage Charges***

1. RRHA will require residents to reimburse RRHA for the cost of repairing any damage to the dwelling apartment (except for normal wear and tear) caused by residents, household members or guests for any repairs required.
2. Non-payment of maintenance and damage charges is a violation of the dwelling lease and is grounds for eviction.
3. When applicable, families will be charged for maintenance and/or damages according to RRHA's current schedule, which is attached hereto as Exhibit #4 and is incorporated into this ACOP by reference as if fully laid out herein. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime for RRHA staff members, if applicable).
4. Notices of maintenance charges, damage(s), and other charges will be mailed monthly on the rent statement. Payment(s) for such charges shall be due in accordance with the terms of the lease.
5. Trash collection/Cleaning Charge – If Resident fails to dispose of recyclable materials, ashes, garbage, trash, debris, rubbish or any other waste from the resident's premises or yard (if applicable), resident shall be subject to charge for each occurrence. This also includes failure to place trash cans in the appropriate location. Repeated violations constitute a serious lease violation, and this lease may be terminated.

#### ***M. Verification of Utility Payments***

When a resident makes an application for utility services in his/her own name, RRHA will require that the resident sign a third-party release form so that RRHA will be notified if the resident fails to remain current on his/her utility bill.

#### ***N. Storage of Items in Yards and on Balconies***

RRHA prohibits residents from storing any items in yards, on porches, or on balconies, except that resident may store one (1) table and two (2) chairs of reasonable size in each yard or on each porch or balcony.

Pets are prohibited on balconies at all times.

"Storing items" means that the item is not removed by midnight on the same date it is placed in the yard or on the balcony. For example, if a resident keeps a playpen in the yard during the day, the playpen must be removed from the

yard by midnight.

Only furniture intended for outdoor use may be placed in yards or on the balcony. Furniture intended for indoor use is not permitted in yards, on porches, or on the balcony.

Holiday lights and decorations are permitted in yards and on porches and balconies from Thanksgiving through the first week of January, provided they are UL-listed. Decorations and lights must not obstruct walkways, roadways, or hallways, or cause any damage to RRHA property. If installation of decorations is deemed to have damaged RRHA property, RRHA management will notify the resident in writing and a charge will be assessed to tenant's account.

#### ***O. Pest Control Activities***

RRHA will require that residents comply with pest control activities undertaken by the housing authority when notice of such pest control activities is provided to a resident in accordance with the dwelling lease. Residents will be required to provide access to the unit when pest control treatments are scheduled. RRHA will enter any unit where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Failure to allow access for pest control and/or failure to prepare the unit for pest control activities will result in lease termination. Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason, this policy will be strictly enforced.

#### ***P. Absence from Unit***

Households must advise RRHA if they will be absent from the apartment for more than 30 consecutive days. Residents shall notify the Management office, secure the apartment, and provide a means for RRHA to contact the resident in an emergency. Failure to advise RRHA of an extended absence is grounds for termination of the lease. See ACOP chapter on Lease Terminations for policies related to termination and absence from the apartment.

#### ***Q. Visitors***

1. Visitors are permitted in a dwelling apartment as long as they are not currently barred from RRHA properties.
2. A visitor may visit for a total of 30 days in any twelve-month period. The thirty day maximum need not be consecutive.
3. Visits of less than three days need not be reported to or approved by the Property Manager.
4. Visits of more than three and less than thirty days are permitted, provided they are reported to the Manager within three days.
5. Visits of more than thirty days (extension) shall be authorized only by the Property Manager with advance documentation of extenuating circumstances. The resident must make a written request for extension of a visit beyond thirty days.

6. 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.
7. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision may be grounds for termination of the lease.
8. Residents will not be given permission to allow a former resident of any federally assisted housing program who has been evicted to reside in the apartment for any period of time. Violation of this requirement is grounds for termination of the lease.
9. Residents are responsible for the conduct of their visitors. Visitors who engage in behavior that violates the lease, such as activity that threatens the peaceful enjoyment of the premises by other residents or drug related or violent criminal activity subject the resident to lease termination and eviction.

***R. Reporting of Accidents on Premises***

RRHA requires that accidents that occur on RRHA grounds be reported to the respective Property Manger within twenty-four hours from the time the accident occurred.

DRAFT



## **CHAPTER 9 - RENT**

### **Purpose**

"Rent" in RRHA's public housing program means the amount payable monthly by a tenant family for the possession and use of a public housing unit, and includes prepaid rent paid more than one month in advance of the rent due date. For the purpose of this chapter, "rent" does not include miscellaneous charges imposed by Richmond Redevelopment and Housing Authority for repairs, sales, and charges for abuse or misuse by the tenant(s), members of the tenant's household or guests, legal costs, late fees, etc.; however, all such amounts remain valid and enforceable debts, and RRHA may seek lease termination for nonpayment of such debts, even if a family's rent is regarded as paid. The initial rent determination and later redeterminations are calculated in the same manner. Management Staff will interview the Tenant to determine what verification is needed and what income, assets and/or deductions need to be verified.

### **A. Family Choice in Rents**

Beginning with the initial income examination at a family's admission to the program, and once per year thereafter, RRHA will offer families the choice between a Flat Rent and an income-based rent. RRHA may not offer this choice more than once a year. [24 C.F.R. § 960.253(a) and (e)]

The annual RRHA offer to a family of the choice between flat and income-based rent will be conducted at each annual reexamination. If the family chose the Flat Rent for the previous year, RRHA is required to offer the income-based rent option only in the year that a reexamination of a family's income (as opposed to re-examination solely as to the family's composition) is conducted, or if the family specifically requests such option and submits updated income information.

### **B. Income-Based Rent Calculation**

The first step in calculating income-based rent is to determine each family's Total Tenant Payment (TTP).

A family's TTP equals highest of the following amounts, rounded to the nearest dollar:

1. 30 percent of the family's monthly adjusted income; or
2. 10 percent of the family's monthly gross income; or
3. the Flat Rent for the family's unit if Flat Rent is chosen by the family; or
4. the ceiling rent for the family's unit, if RRHA elects to utilize a ceiling rent for such unit in accordance with 24 C.F.R. § 960.253(d).

Notwithstanding the foregoing, a family's TTP may never be less than RRHA's minimum rent of \$50, except where a family has been exempted from the minimum rent because of financial hardship [24 C.F.R. § 5.630(b)].

### **C. Effect of Utility Allowances on Resident Rent**

1. If the family is occupying a unit that has resident-paid utilities, the utility allowance (expressed in dollars) is subtracted from the TTP. The result of this calculation, if a positive number, is the resident rent.

2. If the TTP of a family occupying a unit with resident-paid utilities is less than the utility allowance for such unit, and the amount of the TPP less the utility allowance is a negative figure, RRHA shall refund such difference to the family as a utility reimbursement. TTP Formula [24 C.F.R. § 5.628]
3. In developments where RRHA pays all utility bills directly to the utility supplier, Resident Rent equals Total Tenant Payment in all cases. [24 C.F.R. § 5.634]

#### **D. Minimum Rent**

The minimum rent for RRHA shall be \$50 per month. [24 C.F.R. § 5.630]  
RRHA recognizes that in some instances even the minimum rent may create a financial hardship for families. RRHA will review all relevant circumstances brought to the RRHA's attention regarding financial hardship as it applies to minimum rent. The following section states the RRHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act (QHWRA).

#### **E. RRHA Procedures for Notification to Families of Hardship Exemptions**

RRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. All notices of lease termination premised on nonpayment of rent shall notify the recipient family that if they are subject to minimum rent, they may qualify for the hardship exemption. Any RRHA notification regarding the hardship exemption will also advise the family that hardship exemption determinations are subject to RRHA grievance procedures.

RRHA will review all tenant requests for exemption from the minimum rent due to financial hardships.

All requests for minimum rent exemption are required to be made in writing.

#### **F. Granting the Minimum Rent Hardship Exemption**

RRHA will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). A hardship that RRHA determines will not continue for more than 90 days is considered a "short-term" hardship and will not trigger the exemption. For the purpose of this calculation, the hardship is considered to "begin" on the date the family notifies RRHA of the hardship. The financial hardship exemption applies **only** to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. [24 C.F.R. § 5.630]

The hardship exemption **only** suspends the minimum rent. The family is still responsible for any other charges incurred such as utilities, maintenance charges, etc., and can be evicted for nonpayment of such charges during the hardship exemption.

Situations under which residents would qualify for the hardship exemption from minimum rent are limited to the following:

1. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State, or local assistance program, and the assistance of such program will not be available to the family for a period

of more than 90 days from the date the family notifies RRHA of the hardship.

In this context, a hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

2. The family would be evicted as result of the imposition of the minimum rent requirements.

For a family to qualify under this provision, the family must submit a request in writing for a hardship exemption explaining the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The request must also explain what steps the family has taken or plans to take to alleviate the hardship. A hardship of this description which is not demonstrated to continue for more than 90 days will not be considered a long-term hardship.

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent.

3. The income of the family has decreased because of changed circumstances, including a loss of employment, which is demonstrated to continue for more than 90 days.

4. A death in the family has occurred.

In order to qualify for this provision, the deceased must have been a household member on the public housing lease who was living in the unit and listed as a family member on the 50058 HUD form. The family must further demonstrate that the hardship caused by the family's loss will continue for more than 90 days.

- a. The family has experienced another qualifying hardship, as determined by the PHA or by HUD in accordance with applicable law. Pursuant to HOTMA Section 102, RRHA will provide hardship relief for expense deductions, lessening the impact of the increased threshold for medical expenses. HOTMA permits PHAs to grant hardship relief to families unable to pay rent because of unanticipated medical/disability expenses and families who are no longer eligible for the childcare expense deduction

In general, RRHA does not consider a hardship to include outstanding medical or funeral debts to be a long-term hardship, because repayment plans may be developed to retire such debts.

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

RRHA will not evict the family for non-payment of the minimum rent for 90 days following the request for hardship exemption.

### ***G. Determination of Rent Hardship Exemption***

When a family requests a financial hardship exemption, RRHA will suspend the minimum rent requirement beginning the first day of the month following the month in which family's request is made. RRHA will then verify whether the claimed financial hardship exists and whether the hardship is temporary or long-term within the meaning of this ACOP.

Suspension of the minimum rent requirement means that the family pays the greater of (i) 30% of adjusted monthly income, or (ii) 10 percent of gross monthly income, irrespective of whether such amount is less than RRHA's minimum rent of \$50.

### ***H. No Financial Hardship***

If RRHA determines there is no financial hardship, RRHA will deny the hardship exemption and reinstate the minimum rent as of the date the minimum rent requirement was suspended and require the family to repay the amounts suspended.

RRHA will require the family to repay the suspended rent amounts within 30 business days of RRHA's notice that a hardship exemption has not been granted, unless RRHA elects to offer a longer repayment period in its discretion.

### ***I. Temporary Hardship***

If RRHA determines that a qualifying financial hardship is temporary, RRHA will deny the hardship exemption and reinstate the minimum rent as of the date the minimum rent requirement was suspended.

RRHA will require the family to repay the suspended amount within 30 business days of RRHA's notice that a hardship exemption has not been granted, unless RRHA elects to offer a longer repayment period in its discretion.

### ***J. Long-Term Hardship***

If RRHA determines that the financial hardship is long-term within the meaning of this ACOP, RRHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship.

When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

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

1. At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
2. For hardship conditions based on loss of income, the hardship condition may continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.

3. For hardship conditions based upon hardship-related expenses owed by the family, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

Families who report experiencing a long-term financial hardship are required to undergo an interim recertification every 90 days.

Such families will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

RRHA will take action to refer such families to social service organizations to receive rental job search or other forms of assistance to help end the qualifying financial hardship.

Families on either a temporary or long-term hardship exemption must continue to comply with the community service requirement as mandated by the Quality Housing and Work Responsibility Act of 1998 (QHWRA) unless qualified as exempt. This act requires that all non-exempt (see definitions) public housing adult tenants (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes, and other activities which help an individual toward self-sufficiency and economic independence.

#### ***K. Flat Rent***

If a family chooses to pay Flat Rent, the Flat Rents amount for the family's unit shall be based on the unit's market value, and may vary by unit size, type, and development location. RRHA must offer new admissions to Public Housing developments a choice of paying a flat or income-based rent at the time of admission. At each reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

#### ***L. Update of Flat Rents***

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

RRHA adopts the requirements and policies described in PIH Notice 2017-23 in all respects applicable to RRHA's operations. Per PIH Notice 2017-23, the following provisions were implemented:

1. Flat Rents will be set at no less than 80% of the Fair Market Rent (FMR) and reduced, if necessary, to account for utility costs.
2. If a new Flat Rent amount will increase a family's existing rental payment by more than 35%, then the new amount shall be phased in to ensure the family's rent does not increase by more than 35% annually.
  - a. 3. The revised Flat Rents will be applied to new admissions upon the revision's effective date; however, when a current Public Housing resident chooses Flat Rent, their rent shall not be adjusted until the next regular annual reexamination.

#### ***M. Flat Rent Increase Phase-In Requirement***

Section 210 of the FY14 Appropriations Act requires that if an existing family's rental payment would be increased by 35 percent or more as a result of

changes to the flat rent amount, that the increase must be phased in such that a family would not experience an increase in their rental payment of more than 35 percent in one year. Although Section 210 permits RRHA to increase flat rents by up to 35 percent annually, RRHA must consider any limitations on annual rent increases pursuant to state and local law.

In order to determine how such increases in rental payments may be phased in, RRHA must:

1. On a case-by-case basis, at a family's next annual reexamination, compare the updated flat rent amount applicable to the unit for which the family occupies to the existing flat rent that was being paid by the family immediately prior to the annual reexamination.
2. If the updated flat rent amount would not increase a family's rental payment, the family may choose to pay either the updated flat rent amount or the family's previously calculated income-based rent.
3. If the updated flat rent amount would increase a family's rental payment, RRHA must conduct a flat rent impact analysis by multiplying the existing flat rent amount by a factor of 1.35 (35 percent or a lesser amount pursuant to state/local law if applicable). RRHA will then compare the product of the calculation to the updated flat rent amount.
4. If, after comparing the updated flat rent amount to the amount of the existing flat rent multiplied by a factor of 1.35, RRHA determines that the updated flat rent results in an increase to the existing flat rent of more than 35%, then RRHA must offer, and the family may choose to pay, either (i) an amount equal to the existing flat amount multiplied by a factor of 1.35, or (ii) the family's previously calculated income-based rent.

This protection (flat rent increase phase-in) only applies to existing families who are currently paying flat rent at the time that RRHA formally adopts new flat rents in accordance with the FY14 Appropriations Act. This protection does not apply to new admissions to the program or families that choose to pay flat rent following RRHA's formal adoption of the new flat rents. New admissions and families that choose to pay flat rent after RRHA's adoption of the new flat rents must be offered the flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR in accordance with the terms of this ACOP.

The decision of a family either (i) to switch from flat rent to income-based rent, or (ii) to transfer from the original unit to another assisted unit, shall have an adverse effect on the flat rent increase phase-in. Such a change will end the flat rent increase phase-in protection and the family, upon switching back to flat rent from income-based rent or transferring to another unit, must be offered the flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR. In such cases, no further phase-in will apply.

RRHA will continue to phase-in flat rent increases as necessary until such time as all eligible families' rental payments have been increased to a flat rent amount equal to the flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR. As limited by

statute, annual flat rent increases will be capped at 35 percent of the existing flat rent amount in any year. RRHA will discontinue the flat rent increase phase-in once all eligible families have reached flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR.

#### ***N. Switching from Flat Rent to Income-Based Rent Due to Hardship***

24 C.F.R. § 960.253(a) requires RRHA to annually give families the option to choose between paying the flat rent or the income-based rent and stipulates that RRHA may not give families the option more than one per year, except in the case that the family has chosen the flat rent and experiences a financial hardship. Upon determination that a financial hardship exists and will last more than 30 days from the date the hardship is reported to RRHA, then RRHA will allow the family to immediately switch from Flat Rent to the income-based rent. [24 C.F.R. § 960.253(g)]

1. If a resident who opted for Flat Rent reports a hardship due to a decrease in income, Management will perform an Interim Reexamination of Income at the time the hardship is reported.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. If the Resident's income rises again before the annual reexamination, the resident can be placed on a ceiling rent with a utility allowance (if applicable) that is the equivalent of the Flat Rent.

Reasons for financial hardship for this purpose include:

- a. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance.
- b. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.
- c. Such other situations determined by RRHA, in its sole discretion, to be appropriate.

#### ***O. 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 apartment size is still appropriate and Community Service requirements (if applicable) are met. [24 C.F.R. § 960.257 (a) (2)]

In order for RRHA to comply with the requirement to conduct an annual rent option and to provide families with sufficient information to make an informed choice, RRHA must do the following:

At initial occupancy or in any year where a current program participating family is paying the income-based rent:

1. Conduct a full reexamination of family income and composition at the first annual reexamination (Year 1).
2. Inform the family of the flat rent amount and the rent amount determined by

the examination of family income and composition.

3. Inform the family of RRHA's policies on switching rent types due to financial hardship; and
  4. Apply the family's rent decision as of the effective date of the reexamination.
- At any annual reexamination (whether as to family composition exclusively or as to both family composition and family income) of any family that chose to pay flat rent:
1. RRHA may, but is not required, to conduct a full examination of family income and composition at any annual reexamination of a family paying flat rent. If RRHA chooses not to conduct an examination of family income for these annual reexaminations, RRHA must use the income information from the examination of family income and composition from the last annual reexamination.
  2. At the reexamination, RRHA must inform the family of any updated flat rent amount, and the income-based rent amount determined by the most recent reexamination of the family's income and composition.
  3. RRHA must inform the family of RRHA's policies on switching rent types due to financial hardship; and
  4. RRHA must apply the family's rent decision as of the effective date of the reexamination.

For the purposes of conducting an examination meeting for a family that has paid the flat rent for the previous three years, and for which RRHA has not conducted a reexamination of family income and composition in the last three years, RRHA must complete a full reexamination of family income and composition in order to update the income-based rent amount.

The flat rent amount that the family pays is not locked in for the three-year period. Instead, RRHA must revise the flat rent amount from year to year based on the findings of RRHA's rent reasonableness analysis and changes to the FMR. Families currently paying the flat rent amount must be offered the choice between any updated flat rent amount, and the previously calculated income-based rent.

#### ***P. Flat Rents and Earned Income Disallowance***

1. The Earned Income Disallowance ("EID") grants families a cumulative lifetime maximum of 24 months during which certain income may be excluded from the family's adjusted income for the purpose of calculating income-based rents.
2. Because the EID is an exclusive function of income-based rents, a family paying Flat Rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.
3. If the family experiences an EID-qualifying event while paying Flat Rent, and the family later chooses to pay income-based rent, they would only qualify for the EID if a new EID-qualifying event occurred after the family changed to income-based rent. However, in this circumstance, the qualifying event which occurred while the family is paying Flat Rent will not trigger the start of the cumulative 24-month lifetime exclusion period.



4. If a family paying income-based rent experiences an EID-qualifying event, but later elects to pay Flat Rent, the 24-month lifetime exclusion period triggered by the EID-qualifying event will continue for as long as the employment that is the subject of the exclusion continues, irrespective of whether the family is now paying Flat Rent. Accordingly, a family paying Flat Rent could therefore see a family member's 24-month lifetime limit expire while the family is paying Flat Rent.

5. Earned Income Disallowance (EID) will no longer be an option effective 01/01/2024. EID will be available only to families that are eligible for and already participating in the program on the effective date of the final rule; no new families may be added.

~~5-6.~~ The EID program ends January 1, 2026

#### **Q. Flat Rents and Mixed Families**

1. RRHA will determine if a Flat Rent should be prorated for mixed families (i.e., families which include members ineligible for assistance due to immigration status) electing to pay Flat Rent. (Worksheet in Appendix III of the HUD 50058 Instruction Booklet contains a worksheet for this determination.)
2. If the Flat Rent is greater than or equal to the Public Housing ceiling rent, there is no proration of Flat Rent, and the mixed family pays the Flat Rent for the apartment.
3. If the Flat Rent is less than the ceiling rent, RRHA will calculate a prorated Flat Rent. The mixed family will pay the prorated Flat Rent.

#### **R. RRHA'S Ceiling Rent**

Ceiling rents, which capped income-based rents, are optional rents that RRHA has adopted and maintained. The institution of flat rents, under QHWRA, has changed the future function and usefulness of ceiling rents. Some general principles concerning ceiling rents include:

1. RRHA did have ceiling rents in effect on October 1, 1999, and therefore has the option to continue these rents for those units which had ceiling rents as of that date.
2. The continued use of ceiling rents is optional. RRHA may discontinue them at any time after providing notice to tenants.
3. Ceiling rents are used to cap income-based rents. They are part of the income –based formula. If a family's calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate the tenant rent. For families in units with resident-paid utilities, the utility allowance is subtracted from the ceiling rent, rather than the family's TTP, to calculate any utility reimbursement to which the family may be entitled. Increases in income do not affect families paying a ceiling rent, since ceiling rents are capped and do not increase based on family income. The use of ceiling rents fosters upward mobility and income mixing.
4. Because RRHA is now required to offer all families Flat Rent, the primary

function of ceiling rents is now to assist families paying income-based rent who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent. RRHA intends to offer ceiling rents primarily for this purpose but may authorize the use of ceiling rents for other limited purposes in RRHA's discretion and in accordance with applicable law.

5. Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities).

### ***S. Utility Allowance and Utility Reimbursement Payments***

Utility Allowances are established for all RRHA public housing units. For families occupying units with resident-paid utilities, a combined allowance for gas, electricity, heating, water, sewerage, and solid waste disposal utilities is expressed in dollars per month and is subtracted from the resident's TTP to calculate the tenant's income-based rent.

This mechanism is separate from the use of allowances established exclusively for electricity utilities (expressed in kilowatt-hours per month) for families in units with RRHA-paid utilities, discussed elsewhere in this ACOP.

The objective of RRHA in establishing utility allowances for resident-paid utilities at each dwelling unit category and unit size shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

For this purpose, utilities include gas, electricity, and fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if RRHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide. (PH Occ GB, p. 138)

Costs for telephone, cable/satellite TV and Internet services are not considered utilities for this purpose. (PH Occ GB, p. 138)

Utility Allowance amounts will vary by the rates in effect, size and type of unit, climatic location and siting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit.

Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage. (PH Occ GB, p. 138)

If the cost of utilities (excluding telephone) is paid by the Tenant, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, RRHA will provide a Utility Reimbursement Payment for the family each month. The check may be made out directly to the tenant or to the utility provider.

### ***T. Individual Resident Relief from Excess Electricity Utility Surcharges***

For families in units with RRHA-paid utilities, a utility allowance for monthly electricity consumption is established. If a family's actual energy consumption

exceeds the utility allowance in a given month, RRHA may assess an excess utility surcharge based on the actual amount of energy, expressed in kilowatt-hours, by which the family exceeded the allowance.

Requests for relief from charges for excess consumption of RRHA-purchased utilities may be granted on reasonable grounds. [24 C.F.R. § 965.508].

1. Reasons for special relief include:
  - a. Special needs of residents who are elderly.
  - b. Special needs of residents with a disability; or
  - c. Special factors affecting utility usage not within the control of the resident.
2. Process: Residents wishing to request relief under this provision should contact the Property Manager of the development in which the resident resides.
3. Criteria for granting relief: Residents will provide written documentation to support a request for relief. Requests will not normally be acted upon without this documentation. Exceptions will be considered on a case-by-case basis. RRHA has sole discretion to grant relief under this procedure without documentation. Adjustments to utility allowances will be effective beginning the month for which the resident's request was made.

Residents who disagree with an RRHA decision may request an informal review on accordance with the Grievance Procedure, a copy of which is maintained in the management files.

#### ***U. Reasonable Accommodations in Adjusting the Utility Allowances***

On request from a family that includes a disabled person, RRHA must approve a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed to make the program accessible to and usable by the family. The policy of RRHA is to adjust the amount of tenant-paid utilities or PHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments. Such adjustments shall be made based on the qualification of the disabled individual's special need, and the relief granted to the resident should be commensurate with the estimated value of the utility consumption necessitated by the equipment or condition causing the excess consumption. Residents wishing to request relief under this procedure should contact the Property Manager of the development in which the resident resides. Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of a disability.

Residents who disagree with an RRHA decision may request an informal review in accordance with the Grievance Procedure, a copy of which is maintained in the management offices.

#### ***V. Utility Allowance Revisions***

RRHA must review its schedule of utility allowances each year and must revise the schedule if there has been a change of 10 percent or more from the rate on which the allowance was based.

Upon revision, RRHA will readjust the resident payment retroactive to the first day of the month following the month in which the last rate change taken into account became effective. Changes in costs passed through an automatic adjustment clause (such as, for example, a fuel adjustment clause, a purchase gas adjustment clause, or a gas recovery clause) shall be considered a “rate change” for this procedure (PH Occ GB, p. 171). This type of rate change is not subject to the 60-day notice requirement [24 C.F.R. § 965.507(b)].

#### ***W. Excess Electricity Utility Payments***

Residents in units where RRHA pays the utilities will be charged for excess electricity utilities. This charge shall be applied as specified in the lease. [24C.F.R. § 966.4(b) (2)] Residents that are paying flat rent and in units that are individually metered, will be charged for the excess utilities used above the allowable level.

#### ***X. Resident-Paid Utilities.***

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

#### ***Y. Rent Payments***

1. Rent is due on the first of the month and must be made via money order, personal check, or cashier's check.
2. The rent is payable at RRHA designated location on the first of every month. Each month RRHA will send residents a bill for rent.
3. If the family's resident rent changes, RRHA will notify the family of the new amount and the effective date by sending written notification.
4. RRHA will not accept partial rent payments. However, in the event RRHA does accept a partial payment of Resident Rent, that acceptance will not waive or otherwise foreclose any rights and remedies RRHA has pursuant to the Lease, including without limitation, the right to seek Resident Rent paid in full and to initiate termination proceedings.

#### ***Z. Late Fees and Non-Payments***

1. A charge of \$5.00 will be assessed if a family fails to pay an amount equal to the family's monthly rent by the eighth business day of the month in which such rent was assessed. If the eighth of month is a weekend or holiday, the late charge will be assessed if the rent is received after 5:00PM on the first business day thereafter. [24 C.F.R. § 966.4(b) (3)]

2. Charges in addition to rent are due on the first of the following month after the resident receives RRHA's written notice of the charge, provided this includes at least two weeks' notice to the resident, or otherwise in accordance with the Lease and with applicable law. [24 C.F.R. § 966.4(b) (4)]
3. When a family's check is returned for insufficient funds or is written on a closed account, the family's rent will be considered unpaid and RRHA will charge the resident the full amount charged by RRHA's bank for the returned check. The fee will be due and payable the first business day of the following month, provided this includes at least two weeks' notice to the resident, or otherwise in accordance with the Lease and applicable law. When a check is returned for insufficient funds, the family may be required to make all future payments by cashier's check or money order.
4. RRHA reserves the option to terminate the lease following four late payments within a twelve-month period, irrespective of whether such amounts remain outstanding at the time of lease termination.
5. RRHA may post brightly colored notices on all household doors whose rents are not paid by the eighth of the month. The notices will either be folded or placed face down to maintain resident privacy.
6. If RRHA does not recertify a resident due to court proceedings and the resident's income decreased during the court proceedings, RRHA will process all applicable retroactive rent decreases upon conclusion of the court proceedings. RRHA will require residents to report and provide documentation of applicable changes in income and family composition according to RRHA.

## ***CHAPTER 10- INCOME AND ADJUSTED INCOME***

### **Purpose**

A family's income determines eligibility for assistance and is also used to calculate a family's income-based rent payment. RRHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. Once annual income has been established, HUD regulations require RRHA to subtract from a family's annual income any income meeting the requirements of five mandatory deductions for which a family may qualify in order to determine adjusted income.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 C.F.R. Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda, as well as all other applicable law. However, the Quality Housing and Work Responsibility Act now give PHAs broader flexibility. RRHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

### ***A. Annual Income***

"Annual income" means a family's anticipated total monetary and non-monetary income from a source outside the family which are anticipated to be received by, or on behalf of, any family member (even if such family member is temporarily absent from the family), during the 12-month period following the effective date of any initial admissions examination or annual re-examination. "Annual income" also includes amounts derived from assets to which any member of a family has access during such 12-month period. All family income is considered "annual income" unless expressly excluded from such definition by the further provisions of this ACOP, or by applicable law.

Annual income is determined by calculating the family's anticipated total or gross income minus allowable exclusions. RRHA must convert all forms of income to an annual figure to complete rent calculations.

RRHA will convert the various forms of earned income to annual income as follows:

1. Multiply hourly wages by the number of hours worked per year (e.g., 2080 hours for an individual employed full-time with a 40-hour work week and no overtime).
2. Multiply weekly wages by 52.
3. Multiply bi-weekly wages by 26.
4. Multiply semi-monthly wages by 24.

5. Multiply monthly wages by 12.

### **B. Annual Income Includes**

Annual income includes, but is not limited to, all of the following: [24 C.F.R. § 5.609]

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 operation of a business or profession. 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 depreciation of assets used in a business or profession may be deducted only as provided in IRS regulations and applicable law. Withdrawals of cash or assets will be included in income, except to the extent the withdrawal is reimbursement to the family for cash or assets invested in the business by operation of 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 provided in IRS regulations and applicable law. Any withdrawal of cash or assets from an investment in real or personal property will be included in annual income, except to the extent the withdrawal is reimbursement to the family for cash or assets invested by the family.
4. If the family has net family assets (within the meaning of 24 C.F.R. § 5.603(b)) in excess of \$50,000, the family's annual income shall include the greater of (i) the actual income derived from all Net Family Assets, or (ii) a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD.
5. 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, including a lump-sum amount or prospective monthly amounts for the delayed start of such periodic payments. [See #15 under Income Exclusions below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.]
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. [See #4 under Annual Income Exclusions below concerning treatment of lump-sum additions as Family assets].
7. Welfare assistance payments (within the meaning of 24 C.F.R. § 5.603(b)) made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent that such payments: (i) qualify as assistance under the TANF program definition at 45 C.F.R. § 260.31, and (ii) are not otherwise excluded by the other terms of this ACOP or applicable law. Notwithstanding the foregoing, if any welfare assistance payment

includes an amount specifically designated for shelter and utilities that is subject to adjustment by the responsible welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income which will be included in the family's income shall include: (i) the amount of such welfare assistance payment excluding any amount specifically designated for shelter or utilities, **plus** (ii) the maximum amount that the responsible 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 the preceding sentence shall be the amount resulting from one application of such percentage.

8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received by or on behalf of members of the family from agencies or persons not residing in the dwelling.
9. Student financial assistance that exceeds the actual covered costs of the student.
10. All regular pay, special pay, and allowances of a family member in the Armed Forces. [See #8 under Annual Income Exclusions concerning pay for exposure to hostile fire.]

### ***C. Annual Income Exclusions***

Annual Income does *not* include any of the following:

1. Income from the employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults.
3. Kinship Guardian Assistant Payments (Kin-Gap) and other similar guardianship payments are also excluded from annual income. These payments serve as an alternative to foster care and are now interpreted as equivalent to foster care payments. [PIH 2008-40]
4. 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 (except as provided above in #6 under "Annual Income Includes"). [See #14 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]
5. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
6. Income of a live-in aide provided the person meets the definition of a live-in aide as defined in 24 C.F.R. § 5.403 and elsewhere in this ACOP.
7. The amount of any student financial assistance, whether paid directly to the student or an educational institution for covered costs.



8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Certain amounts received in relation to a family's participation in any of the following programs:
  - a. Amounts received under HUD-funded training programs (e.g., the Step-Up program). Income excluded under this subsection includes stipends, wages, transportation payments, childcare vouchers, and similar items received for the duration of the training).
  - b. Amounts received by a person with a disability that are disregarded for a limited time for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
  - c. Amounts received by a participant in another publicly assisted program if such amounts are specifically for, or in reimbursement of, out-of-pocket expenses incurred to allow participation in the specific program (e.g., special equipment, clothing, transportation, childcare, etc.).
  - d. Amounts received under a resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a family for performing a service for RRHA, 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, resident initiatives coordination, and service as a member of RRHA's Board of Commissioners. No resident may receive more than one such stipend during the same period of time.
  - e. Incremental earnings and/or benefits to any family member from participation in qualifying state or 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 the period during which the family member participates in the employment training program.
10. Temporary, non-recurring, or sporadic income (including gifts).
11. 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.
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and their spouse or co-head).
13. Adoption assistance payments in excess of \$480 per adopted child.
14. Certain income earned by any member of a qualified family excluded from consideration as annual income in accordance with the Earned Income

Disallowance (“EID”), as described in 24 C.F.R. § 960.255, PIH Notice 2016-05, and the further policies of this ACOP.

a. For this purpose of this exclusion, a “qualified family” includes any the following:

- i. a family whose annual income increases due to employment of a family member who, in the 12-month period prior to the beginning of such employment, earned no more than an amount equal to what an individual earning the applicable minimum wage would earn working 10 hours per week for 50 consecutive weeks: or
- ii. a family 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, as such programs are defined in 24 C.F.R. § 5.603; or
- iii. a family 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. For purposes of this paragraph, the following definitions apply:

1. “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 RRHA 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. Income will be excluded from a qualified family’s annual income in accordance with this exclusion as follows:

- i. Beginning on the date that a family first qualifies for the exclusion and during the 12-month period immediately subsequent thereto, RRHA will exclude from the family’s annual income 100% of any increase in the family’s annual income in excess of the family’s “baseline income” (defined as the family’s annual income as most recently verified by RRHA immediately prior to such qualification), if such increase in income directly results from a family member’s qualifying new employment or a family member’s participation in a qualifying economic self-sufficiency or job training program described in paragraph (a) of this subsection.
- ii. Beginning on the date the 12-month period described in the immediately preceding sentence expires, and for the 12-month

period immediately subsequent thereto, RRHA will exclude 50% of any increase in the family's annual income in excess of the family's baseline income, if such increase in income directly results from a family member's qualifying new employment or a family member's participation in a qualifying economic self-sufficiency or job training program described in paragraph (a).

- iii. A qualified family member's income will be excluded from the family's income *only* within the 24-month period immediately following the date the family member first qualified for the program. Once triggered, the 24-month period will not be extended for any reason, including a loss of the family member's new employment or increased income which originally triggered the family member's eligibility for the exclusion.
- iv. No individual family member may receive an earned income disallowance in excess of 100% of qualifying income earned in the first 12-month period following the date of eligibility, and 50% for qualifying income earned during the second 12-month period following date of eligibility.

FOR EXAMPLE: Tenant A is hired for a job on January 1, 2020, after being previously unemployed. In this job, Tenant A earns \$1,000 per month. Tenant A is fired from this job on April 1, 2020. RRHA will exclude 100% of Tenant A's additional income—\$3,000, or Tenant A's pay for January, February, and March 2020—from the family's annual income.

Tenant A is later hired for a new job on December 1, 2020, where Tenant A will again be paid \$1,000 per month. Because Tenant A is still within the 12-month period immediately subsequent to the date Tenant A became eligible for the disallowance, 100% of the income Tenant A's earns from this new job in December 2020, or \$1,000, will be excluded from the family's annual income. In total, \$4,000 of Tenant A's family income for the business year 2020 will be excluded.

However, because the second 12-month period following Tenant A's qualification for the program will begin on January 1, 2021, RRHA will only exclude 50% of the income Tenant A earns from their new job in business year 2021. This is true even though Tenant A did not earn income subject to the 100% earned income disallowance in each of the 12 months subsequent to the date Tenant A became eligible for EID.

- v. Each individual member of a family may receive the income disallowance as to any qualifying income they earn, irrespective of whether another member of that individual's family has claimed or is claiming the disallowance as to their own income.
- vi. The earned income disallowance does not apply to qualifying income earned by applicants to RRHA's low-income public housing program for the purpose of determining the applicant's eligibility for the program. 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).

c. Earned Income Disallowance (EID) will no longer be an option effective 01/01/2024. EID will be available only to families that are eligible for and already participating in the program on the effective date of the final rule; no new families will be added.

d. The EID Program ends January 1, 2026.

15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred U.S. Department of Veterans' Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment.
17. 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.
18. Amounts specifically excluded by any other applicable law 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.)
19. Any other income excluded from consideration as annual income under applicable law, whether such law is now in effect or later created or amended.

#### ***D. Anticipating Annual Income***

If it is not feasible to anticipate income for a 12-month period, RRHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. For family members who work for only part of the year and who may or may not receive unemployment compensation during periods of unemployment (such as school employees), income will be annualized and will not be changed during the year. Subject to final rulemaking by HUD, RRHA may base annual income on past actual income received or earned within the last 12 months of the determination date when the family reports little or no income and RRHA cannot determine annual income due to fluctuations in income (e.g., seasonal, or cyclical income).

#### ***E. Special Considerations for the Earned Income Disallowance (EID).***

1. The EID has a two-year (24-month) lifetime maximum as to any single individual. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. The one-time eligibility for

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, Indent: First line: 0.19", No bullets or numbering

the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between Public Housing and Section 8 assistance, or if there are breaks in assistance.

2. During the 24-month eligibility period, RRHA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when the initial or second 12-month exclusion periods ends, and at the end of the lifetime maximum eligibility period).
3. **Applicability to Child Care Expense Deductions.** The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families receiving the EID, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.
4. **Applicability to Disability Expense Deductions.** The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families receiving the EID, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.
5. **Applicability to Families that Receive both Child Care Expense and Disability Deductions.** The combined amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families receiving the EID, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.
6. **Tracking the Earned Income Exclusion.** A family's earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced disallowance.

Such documentation will include:

- a. The date the increase in earned income was reported by the family.
- b. The name of the family member(s) whose earned income increased.
- c. The reason for the increased income (new employment, participation in job training program, within 6 months after receiving TANF).
- d. The amount of the increase in earned income (amount to be excluded).

- e. The date the increase in income is first excluded from annual income.
- f. The date(s) earned income ended and resumed during the 24-month period of exclusion (if any).
- g.
- h. The ending date of the family member's maximum 24-month (two year) disallowance period (24 months from the date of the initial earned income disallowance).

The RRHA will maintain a tracking system to ensure correct application of the earned income disallowance.

It is an RRHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

7. **Individual Savings Accounts.** RRHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

#### ***F. Household Composition and Income***

Income received by all family members must be counted unless specifically excluded by this ACOP or applicable law. It is the responsibility of the head of household to report changes in family composition. The rules by which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

<b>Summary of Income Included and Excluded by Person</b>	
Live-in aides	Income from all sources is excluded [24 C.F.R. § 5.609(c) (5)].
Foster child or foster adult	Income from all sources is excluded [24 C.F.R. § 5.609(a) (1)].
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by RRHA policy or applicable law are included.
Children under 18 years of age	Employment income is excluded [24 C.F.R. § 5.609(c) (1)]. All other sources of income, except those specifically excluded by RRHA policy or applicable law, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded [24 C.F.R. § 5.609(c) (11)]. All other sources of income, except those specifically excluded by RRHA policy or applicable law, are included.

#### ***G. Minimum Income***

There is no minimum income requirement. However, families who report zero income or extremely low income are required to undergo an interim recertification every 90 days.

Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

Where credit reports show credit accounts open and payments current in excess of what the family could reasonably pay from the family income reported to

RRHA, RRHA will take action to investigate the possibility of unreported or underreported income, fraud, or program abuse.

#### **H. Temporarily Absent Family Members and Income**

The income of all family members approved to live in the apartment in accordance with this ACOP will be counted, even if the family member is temporarily absent from the apartment. Permanently absent family members are no longer considered part of the family and their income is not counted toward family income. For guidance on whether an individual is temporarily or permanently absent, see Chapter 5 above of this ACOP.

#### **I. Claiming Individuals Subject to Joint Custody as Dependents**

Dependents that are subject to a joint custody arrangement will be considered a member of an assisted family if the dependent lives with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family claims the same individual as a dependent family member, the family with primary custody of the individual at the time of the admission or reexamination will be able to claim the individual as a dependent for purposes of annual income calculation. If there is a dispute about which family has primary custody, RRHA will make the determination based on available documents such as court orders, an IRS return showing which family has claimed the child for income tax purposes, or other evidence which RRHA may accept in its discretion.

#### **J. Caretaker of a Child**

If a public housing family includes a minor child and neither a parent nor a designated guardian remains in the family to care for the child, RRHA will take the following actions:

1. If a responsible agency has determined that another adult (other than an individual who is already a member of the household) is to be brought into the apartment to care for the child for an indefinite period, such designated caretaker will not be considered a family member until a binding determination of custody or legal guardianship is made.
2. If a caretaker (other than an individual who is already a member of the household) has assumed responsibility for the child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, RRHA will treat the caretaker as a visitor for up to 90 days. After the 90 days has elapsed, the caretaker must provide documentation of temporary or permanent custody arrangement. If the caretaker will have permanent custody and wishes to be considered a family member, the caretaker will be subject to RRHA screening requirements, unless information is provided that would confirm that the caretaker's role is temporary. In such cases RRHA will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, and no head of household is present in the public housing family, the lease may be transferred to such caretaker, as head of household, subject to meeting RRHA's eligibility screening requirements. Caretaker must provide legal custody papers to verify legal guardianship.

4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

***K. Regular Contributions and Gifts [24 C.F.R. § 5.609(a) (7)]***

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every two months or more frequently will be considered a "regular" contribution or gift unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 11 on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, RRHA will make inquiry of the family about regular contributions and gifts.

***L. Alimony and Child Support [24 C.F.R. § 5.609(a) (7)]***

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

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

1. RRHA receives verification from the agency responsible for enforcement or collection, or
2. the family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply documentation and a copy of the applicable divorce decree or other court order.

***M. Lump-Sum Receipts [24 C.F.R. § 5.609(b) (5), (c)]***

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in annual income, but may be included in the family's assets if the amount has been invested in an allowable asset.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as annual income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining that is invested will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing and will be treated as annual income.

If a family receives a lump-sum payment which RRHA determines will be treated as annual income, the increase in annual income may require RRHA to adjust



the family's income-based rent. In order to determine amount of any tenant rent that the family owes as a result of such lump sum, RRHA will calculate the income prospectively (e.g., apply any change only to future amounts) if the lump-sum payment was reported to RRHA within 15 business days of receipt by the family. If the payment was reported to RRHA within more than 15 business days of receipt by the family, then RRHA will adjust income-based rents retroactively from the date the lump sum payment was received.

If the lump-sum payment to be considered annual income is reported within 15 business days of receipt by the family, then RRHA may not consider the entire payment as annual income at the time of the interim re-exam at which the payment was reported. Rather, RRHA will determine the amount of time which will pass between the date of the interim re-examination at which the lump sum payment was reported to RRHA, and the effective date of the family's next regular annual re-examination. Such length of time will be expressed as a percentage of one year (e.g., three months is 25% of a year). The amount of the lump sum payment will be multiplied by a factor equal to the amount of time which will pass until the family's next annual re-examination, as expressed in a percentage of a year (e.g., if three months will pass before the effective date of the family's next annual re-examination, the payment will be multiplied by a factor of .25). Only the product of this calculation will be added to the family's annual income at the time of the interim re-examination at which the income was reported; the balance will be added to the family's annual income upon the effective date of the family's next regular annual re-examination.

If a lump-sum payment to be considered annual income is not reported to RRHA within 15 business days of receipt by the family, RRHA will load the amount of such lump-sum payment to the family's income retroactively as of (i) the date the lump-sum payment was received, or (ii) the date of admission, whichever is later. Upon retroactively adding the payment to the family's income, RRHA will retroactively recalculate the family's rent for each month which RRHA determined the payment was added to the family's annual income to determine the amount of retroactive rent due RRHA.

At RRHA's option, RRHA may enter into a Repayment Agreement with the family for any retroactive rent amounts assessed per this section.

The amount owed by the family is a collectible debt even if the family leaves the RRHA public housing program.

#### ***N. Attorney Fees***

A family's attorney fees may be deducted from the amount of any lump-sum payment which RRHA will consider annual income if the attorney's efforts have recovered lump-sum compensation and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

#### ***O. Assets Disposed of for Less than Fair Market Value***

RRHA must count as annual income the value of any family assets disposed of for less than fair market value during the two years preceding the date of a family's initial determination of income upon program admission, and within one year preceding the date of any annual re-examination. RRHA will count as

income the difference between the market value and the actual payment received for less than market value in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value if RRHA can determine from applicable documentation that the family received equal consideration not measurable in dollar terms (e.g., settlement of claims).

RRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$50,000. If the total value of assets disposed of within the two-year period is less than \$50,000, they will not be considered an asset.

***P. Proration of Assistance for "Mixed" Families [24 C.F.R. § 5.520]***

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of members ineligible for assistance based on immigration status.

An applicant mixed family is entitled to prorated assistance. Tenant families that become mixed families by the addition of an ineligible member are entitled to prorated assistance.

Prorated assistance for mixed families will be calculated by subtracting the family's Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The specific method of prorating assistance for Public Housing covered programs is as follows:

1. Determine total tenant payment in accordance with applicable public housing regulations, 24 C.F.R., Part 960. (Annual Income includes income of all family members, including any family member who has not established eligible immigration status).
2. Subtract the total tenant payment from a HUD-supplied "public housing maximum rent" applicable to the unit or the PHA. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
3. Divide the family's maximum subsidy by the number of persons in the family (including members not eligible for assistance based on immigration status), to determine the maximum subsidy per each family member. The result of this calculation is the "member maximum subsidy".
4. Multiply the "member maximum subsidy" by the number of family members who have citizenship or eligible immigration status ("eligible family members").
5. The product of steps 1 through 4 is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's income-based rent is the "public housing maximum rent" minus the amount of the eligible subsidy.

Mixed families paying the flat rent shall not receive a prorated rent calculation.

An adult member that is ineligible for assistance based on immigration status is also ineligible for an earned income disallowance.

***Q. Income Changes Resulting from Welfare Program Requirements***

QHWRA revised the situations in which RRHA is required to reduce rent for special cases. In order to comply with the requirement, RRHA will make income revisions for changes in annual income resulting from the family's noncompliance with certain welfare program requirements.

The RRHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

1. fraud by a family member in connection with the welfare program; or
2. failure to participate in an economic self-sufficiency program; or
3. noncompliance with a work activities requirement of the program.

If a family's income from a welfare program is reduced for any of the foregoing reasons, RRHA will continue consider the original income from the welfare program as annual income (i.e., RRHA will *impute* the amount by which the welfare program was reduced as annual income).

However, the RRHA will reduce the rental contribution (i.e., decline to impute income) if a family's reduction in welfare program assistance is a result of:

1. The expiration of a lifetime time limit on receiving benefits; or any situation where a family member has not complied with a general welfare agency's requirements not described in the preceding paragraph; or
2. A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as when the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits; or
3. A situation of an inadvertent overpayment.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution for any of the reasons described in this section.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time that the relevant welfare income was reduced.

The amount of imputed welfare income is offset by the amount of additional income (new income) a family receives after the welfare income was reduced.

When additional income is at equal to or greater than the imputed welfare income, the imputed welfare income is reduced to zero. When the additional income is less than the imputed welfare income, only the difference between the additional income and the imputed income will be included in the family's annual income.

A resident may request a grievance hearing to review RRHA's determination of the amount of imputed welfare income.

If the family claims that the imputed welfare income has not been correctly calculated, but the PHA denies the family's request to modify the imputed welfare

income amount, RRHA will give the family written notice of such denial, explaining the basis for RRHA's determined amount of imputed welfare income. This notice will state that if the family disagrees with RRHA's determination, the family may request a grievance hearing on the determination.

RRHA will obtain written verification from the applicable welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before imputing as family income the amount by which a welfare assistance payment was reduced.

RRHA has an unwritten cooperation agreement in place with the local welfare agency that assists RRHA in obtaining the necessary information regarding welfare sanctions.

### **R. Rounding of Income and Deductions**

Generally, RRHA will round all amounts to the nearest whole dollar when verifying or determining family income.

RRHA will round as follows for the following income and deductions:

1. **Social Security Income:** When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, RRHA will calculate income by rounding down the full monthly benefit before any deductions and then annualizing that monthly benefit. This methodology will be applied to all SS benefits whether or not there are any deductions applied. For example, if the full monthly benefit is \$547.90 and the monthly medical insurance premium is \$66.60, annual income is:  $\$547.00 \times 12 = \$6,564$ .
2. **Other Income/Deduction Sources which include direction on rounding:** Where the income/deduction verification document has direction on rounding of income/deductions, RRHA will follow the direction on the verification document to calculate annual income and/or deductions.
3. **Income/Deduction Sources with NO direction on rounding:** If the income/benefit/deduction verification document does not include any direction concerning rounding, RRHA will calculate the amounts by annualizing the entire weekly, bi-weekly, or monthly income/benefit/deduction. Once the annual amount is calculated, RRHA will round to the nearest whole dollar. For example, if the weekly income is \$300.10, annual income is  $\$300.10 \times 52 = \$15,605.20$  which is rounded to \$15,605.

### **S. Adjusted Income**

HUD regulations require RRHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income.

(24 C.F.R. § 5.611) In determining adjusted income, RRHA will deduct the following amounts from annual income:

- a. \$480 per year for each dependent family member.
- b. \$525 per year for any family which includes elderly or disabled family member.

- c. The sum of the following, to the extent the sum exceeds ten percent of annual income:
  - i. Unreimbursed health and medical care expenses of any elderly family or disabled family.
  - ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- d. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

### **1. Dependent Deduction**

A deduction of \$480 per year is applied for each dependent family member [24 C.F.R. § 5.611(a) (1)]. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 C.F.R. § 5.603(b)].

### **2. Elderly or Disabled Family Deduction**

A single deduction of \$525 per year is taken for any elderly or disabled family [24 C.F.R. § 5.611(a) (2)]. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 C.F.R. § 5.403].

### **3. Medical Expense Deduction**

The total value of unreimbursed health and medical care expenses for any family member may be deducted to the extent that, in combination with any disability assistance expenses, they exceed ten percent of the family's annual income. [24 C.F.R. § 5.611(a) (3) (I)] phased-in over two years.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the health and medical care expenses of all family members are counted [VG, p. 28]. (See Chapter 5 – Eligibility and Screening for the definition of “person with disabilities”) HUD regulations define health and medical care expenses at 24 C.F.R. § 5.603(b) to mean “health and medical care expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as health and medical expenses.

<b>Summary of Allowable Health and medical care expenses from IRS Publication 502</b>	
<ul style="list-style-type: none"> <li>• Services of medical professionals</li> <li>• Surgery and medical procedures that are necessary, legal, non-cosmetic.</li> <li>• Services of medical facilities</li> <li>• Hospitalization, long-term care, and in-home nursing services</li> <li>• Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor.</li> <li>• Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails)</li> </ul>	<ul style="list-style-type: none"> <li>• Substance abuse treatment programs</li> <li>• Psychiatric treatment</li> <li>• Ambulance services and some costs of transportation related to health and medical care expenses.</li> <li>• The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</li> <li>• Cost and continuing care of necessary service animals</li> <li>• Medical insurance premiums or the cost of a health maintenance organization (HMO)</li> </ul>
<p>Note: This chart provides a summary of eligible health and medical care expenses only. Detailed information is provided in IRS Publication 502. Health and medical care expenses are considered only to the extent they are not reimbursed by insurance or some other source.</p>	

#### **4. Disability Assistance Expense Deduction**

Reasonable expenses for attendant care for a disabled family member and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable any family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) the value of the expenses, in combination with any health and medical care expenses, exceeds ten percent of annual income, and (4) the expenses do not exceed the earned income received by the family member who is enabled to work because of such attendant care or auxiliary apparatus. [24 C.F.R. § 5.603(b) and 24 C.F.R. § 5.611(a) (3) (ii)]

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 C.F.R. § 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 C.F.R. § 5.611(a) (3) (ii)]. The earned income used for this purpose is the amount verified before any earned income is disallowed or any other income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, RRHA will consider factors such as how the work schedule of the relevant family

members relates to the hours of care provided, the time required for transportation, the relationship of the working family member to the person with disabilities who is assisted by the expenses, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When RRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of such family members' incomes [PH Occ GB, p. 124].

***a. Eligible Disability Expenses***

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

***b. Eligible Attendant Care***

The family determines the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

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

***c. Payments to Family Members***

No disability expenses may be deducted for payments to a member of a resident family [23 C.F.R. § 5.603(b)]. However, expenses paid to a relative who is not a member of the resident family may be deducted unless they are reimbursed by an outside source.

***d. Necessary and Reasonable Expenses***

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

**5. *Child Care Expense Deduction***

HUD defines childcare expenses at 24 C.F.R. § 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek

employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.” Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, childcare expenses for foster children that are living in the assisted family’s household are included when determining the family’s childcare expenses.

***a. Determining Who Is Enabled to Pursue an Eligible Activity***

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a childcare deduction (seeking work, pursuing an education, or being gainfully employed). In evaluating the family’s request, RRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) engaging in the eligible activity to the child being cared for, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

***b. Seeking Work***

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination the deduction is claimed. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the childcare expense being allowed by RRHA.

***c. Furthering Education***

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

***d. Being Gainfully Employed***

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

***e. Earned Income Limit on Child Care Expense Deduction***

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for childcare – although the care must still be necessary and reasonable. However, when childcare enables a



family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 C.F.R. § 5.603(b)]. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

***f. Eligible Child Care Expenses***

The type of care to be provided is determined by the resident family. RRHA will not refuse to give a family the childcare expense deduction because there is another adult family member in the household that may be available to provide childcare.

***g. Allowable Child Care Activities***

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of childcare. The costs of general housekeeping and personal services are not eligible. Likewise, childcare expenses paid to a family member who lives in the family’s apartment are not eligible; however, payments for childcare to relatives who do not live in the apartment are eligible if they are not paid or reimbursed by a source outside of the family.

***h. Necessary and Reasonable Costs***

Childcare expenses will be considered necessary if:

- a. a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and
- b. the family certifies, and the childcare provider verifies, that the expenses are not paid or reimbursed by any other source.

Childcare expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For childcare that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

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

## **CHAPTER 11 - VERIFICATION PROCEDURES**

### **Purpose**

RRHA must verify all information that is used to establish the family's eligibility for and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. RRHA must not pass on the cost of verification to the family.

RRHA will follow the verification guidance provided by HUD in PIH Notice 2010-19 ("Verification Guidance") and other applicable law in all cases. This chapter summarizes those requirements and provides supplementary RRHA policies. This chapter describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information, income and assets, and mandatory deductions. Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the RRHA, including the Federal Privacy Act of 1974.

### ***A. Family Consent to Release of Information [24 C.F.R. § 5.230]***

The family must supply any information that the RRHA or HUD determines is necessary to the administration of the program and must consent to RRHA verification of that information.

#### ***1. Consent Forms***

It is required that all adult applicants and residents sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. The Housing Opportunities Through Modernization Act of 2016 (HOTMA) Section 102, revises the required consent form that all adult household members sign, allowing signatures only once as opposed to annually. HUD and the RRHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

#### ***2. Penalties for Failing to Consent [24 C.F.R. § 5.232]***

If any family member who is required to sign a consent form fails to do so, the RRHA will deny admission to applicants and terminate assistance of participants.

A family whose assistance is terminated or denied for this reason may request an informal review (applicants) or informal hearing (participants) in accordance with RRHA procedures.

## **B. Overview of Verification Requirements**

### **1. HUD's Verification Hierarchy**

HUD authorizes the RRHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general, HUD requires the RRHA to use the most reliable form of verification available and to document the reasons when the RRHA uses a lesser form of verification.

In order of priority, the forms of verification that the RRHA will use are:

- a. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) (**mandatory** when available)
- b. Upfront Income Verification (UIV) using a non-HUD system.
- c. Original written Third-party Verification
- d. Written Third Party Verification on RRHA Form
- e. Oral Third-party Verification
- f. Tenant Declaration

Each of the verification methods is discussed in subsequent sections below.

### **2. Requirements for Acceptable Documents**

Any documents used for verification must be the original (not photocopies) and generally must bear a date not earlier than 60 business days before the date they are requested from RRHA. The documents must not be damaged, altered or in any way illegible.

The RRHA will accept documents dated earlier than 60 days from the date of the interview if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides only semi-annual reports, the RRHA would accept the most recent report.

Printouts from web pages are considered original documents. The RRHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy. Any family self-certifications must be made in a format acceptable to the RRHA and must be signed in the presence of a RRHA representative.

### **3. File Documentation**

The RRHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the RRHA has followed all of the verification policies set forth in this plan. The record should be sufficient

to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

### **C. Enterprise Income Verification (EIV)**

All PHAs, including RRHA, require up-front income verification (“UIV”) using HUD’s Enterprise Income Verification (“EIV”) system. The EIV system is a web-based application accessible to PHAs which provides employment, wage, unemployment, and Social Security income information for applicants and participants in the public housing program. Information in EIV is derived from computer matching programs initiated by HUD with the U.S. Social Security Administration (“SSA”) and U.S. Department of Health and Human Services (“HHS”). Program participants are identified within EIV using valid personally identifying information, including the participant’s legal name, date of birth, and Social Security number as reported to RRHA.

EIV will be used to the extent that these systems are available to the RRHA. The RRHA will inform all applicants and participants of its use of HUD’s EIV resources during the admission and reexamination process.

The RRHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD, and other applicable law.

There may be legitimate differences between the information provided by the family and EIV-generated information. In case of disputes, no adverse action can be taken against a family until the RRHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/grievance hearing process of the RRHA if requested.

#### **1. Substantial Difference Between UIV and Other Income Information**

In reconciling discrepancies between a family’s income as reported using a UIV method (including EIV) versus that reported in family-provided documents, RRHA will use a threshold difference of \$200 or more per month to determine whether a substantial difference exists between UIV and a particular income source.

If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, RRHA will use the higher of the two figures to calculate income.

If UIV information for a particular income source differs from family-provided documentation of the particular income source by \$200 or more per month, RRHA will request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s). If RRHA cannot obtain clarity on the difference in income, RRHA will use the higher of the two income figures. [24 C.F.R. § 5.236(b)]

#### **2. Enterprise Income Verification (EIV) Reports**

The EIV system contains two main components: tenant income data reports and “exceeds threshold” reports. The data shown on EIV reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

The RRHA will obtain EIV reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process. EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may be used in the calculation of annual income; reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in this chapter. EIV reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV reports will be retained in participant files with the applicable annual reexamination documents. When the RRHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to program integrity.

### **3. EIV Identity Verification**

The EIV system verifies tenant identities against SSA and other records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. When identity verification for a participant fails, a message will be displayed within the EIV system, and no income information will be displayed.

RRHA will identify participants whose identity verification has failed as part of the annual reexamination process. RRHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the RRHA determines that discrepancies exist due to RRHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

### **D. Written Third Party Verification**

An acceptable third-party verification document is an original or authentic document originally generated by a third-party source in the course of the third party's normal business. Such third-party documentation must be dated within the 60-day period preceding either the family's examination/reexamination date, or the date RRHA requested the document. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third party verification if these documents originated from a third-party source. RRHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information. Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

RRHA is required to obtain, at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources, or when two pay stubs are otherwise not available, RRHA shall project income

based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days from the RRHA interview/determination or request date, as applicable, are acceptable for the purpose of confirming effective dates of income only.

#### ***E. Written Third-Party Verification Form and Oral Verification***

When original or authentic third-party verification documents are not available, RRHA may accept verification which was prepared by the third party for the specific purpose of the RRHA verification procedure. Written third party of this kind is also known as “traditional” third-party verification. These are generally prepared on standardized forms designed for the purpose of collecting information from a third-party source, but also include oral verification.

Unless third-party verification is not required as described above, HUD requires the RRHA to make at least two unsuccessful attempts to obtain third-party verification before using “traditional” third-party verification or another form of verification.

The RRHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party, or as independent verification when written third-party verification is not received in a timely manner. The RRHA may mail, fax, e-mail, or call third party source to seek verification, request information from EIV, or hand deliver third-party written verification requests directly to the third-party source. RRHA will accept third-party responses using any of these methods. The RRHA will make two attempts to verify income amounts in this manner.

The first attempt to verify information will be UIV, the second can be any one of the above or by telephone. The type of income may help determine the best way to request needed information. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file.

Regarding third-party oral verification, RRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation or visit to the third party (or attempt), the telephone number used, and the facts provided. When any source responds verbally to the initial written request for verification, RRHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided. If a third party agrees to confirm in writing the information provided orally, the RRHA will wait no more than a total of 7 days for the information to be provided. If the information is not provided by the 8th day, the RRHA will use any information provided orally in combination with reviewing family-provided documents.

#### ***F. When Third-Party Information is Late***

If the RRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the RRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the RRHA's general interim reexamination policy.

Per HUD's Streamline Rule, every three years all assets, regardless of value, must be verified by a third party. 24C.F.R. § 960.259.

## ***G. When Third-Party Verification is Not Required***

### ***1. Primary Documents***

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

### ***2. Certain Assets and Expenses [24 C.F.R. § 960.259(c) (2)]***

The RRHA may accept a self-certification from a family as verification of assets disposed of for less than fair market value. The RRHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

In accordance with 24 C.F.R. § 960.259(c)(2), RRHA will accept a family's declaration of the amount of assets of less than \$50,000 and the amount of income to be expected to be received from those assets. RRHA's application and reexamination documentation, which is signed by all adult family members, may serve as the declaration. Where the family has net family assets equal to or less than \$50,000, RRHA may elect not to request supporting documentation (e.g., bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. However, notwithstanding any contrary provision of this policy, RRHA shall require third-party verification of *all* of a family's assets not less than once every three (3) years, irrespective of the total value of such assets or income expected to derive therefrom.

Where the family has net family assets in excess of \$50,000, RRHA must obtain supporting documentation (e.g., bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058. RRHA will comply with the temporary guidelines established by this notice until expiration unless amended, superseded, or extended by subsequent guidance from HUD.

### ***3. Income for Which Third-Party Verification Is Not Available***

The RRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification, such as when RRHA determines that a third party's privacy rules prohibit the source from disclosing information.

### ***4. Fully Excluded Income***

In accordance with Notice PIH 2013-04, RRHA will accept a participant's self-certification as verification of fully excluded income. (See Chapter 10 of this ACOP for guidance on which income may be excluded.) For fully excluded income, RRHA is not required to:

- a. Verify the income in accordance with the HUD-prescribed verification hierarchy.
- b. Document in the tenant file why third-party verification as not available as required by 24 C.F.R. § 960.259(c)(i); or
- c. Report the income in Section 7 of the form HUD-50058.

RRHA application and reexamination documents which are signed by all adult family members may serve as the self-certification of the fully excluded income. RRHA may elevate the verification requirements if necessary to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant self-certification are:

- a. Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- b. Income from a live-in aide
- c. Earned income from minors (children under the age of 18)

#### **5. Partially Excluded Income**

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income. For partially excluded income, RRHA is required to:

- a. Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
- b. Report the income in Section 7 of the form HUD-50058.

Partially excluded income that is subject to regular verification requirements includes but is not limited to earnings in excess of \$480 for full-time students 18 years of age or older (24 C.F.R. § 5.609(c) (11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, RRHA must verify the amount of employment income for these family members.

For a complete list of income exclusions, see 24 C.F.R. § 5.609(c).

#### **6. Certain Fixed Income**

In accordance with Notice PIH 2013-03, RRHA may opt to conduct a streamlined reexamination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income. In a streamlined reexamination, RRHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.



For purpose of streamlined reexaminations, the term “fixed income” includes income from:

- a. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI).
- b. Federal, State, local and private pension plans; and
- c. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

#### **7. *Costs for Third-Party Verification***

RRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide original documents, the RRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification.

The cost of verification will not be passed on to the family. The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

#### **H. *Using Review of Documents as Verification***

The RRHA may also review documents when necessary to help clarify information provided by third parties. In such cases the RRHA will document in the file how the RRHA arrived at a final conclusion about the income or expense to include in its calculations.

#### **I. *Tenant Declaration***

When information cannot be verified by UIV, by review of documents or by third party, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to RRHA. The tenant must submit an affidavit or notarized statement of reported income and/or expenses to RRHA. This verification method will be used as a last resort when RRHA has not been successful in obtaining information via all other available verification techniques. Relatedly, the RRHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to RRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of an RRHA representative or a notary public. All self-certifications must be notarized.

When RRHA relies on tenant declaration, RRHA will document in the tenant file why third-party verification was not available.

#### **J. *Verification of Legal Identity***

The RRHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adult	Verification of Legal Identity for Children
<ul style="list-style-type: none"> <li>• Certificate of birth, naturalization papers</li> <li>• Church issued baptismal certificate.</li> <li>• Current, valid driver's license or Department of Motor Vehicles identification card</li> <li>• U.S. military discharge (DD 214)</li> <li>• U.S. passport</li> <li>• Employer identification card</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate of birth</li> <li>• Adoption papers</li> <li>• Custody agreement</li> <li>• Health and Human Services ID</li> <li>• School records</li> </ul>

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided, then at RRHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to RRHA and be signed in the presence of a RRHA representative or a notary public. Legal identity will be verified as required.

**1. Social Security Numbers [24 C.F.R. § 5.216]**

For every family member, the family must provide documentation of a valid Social Security Number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

RRHA requires review of the original SSN; however, RRHA will also accept the following documents as evidence if the SSN is provided on the document:

- a. Driver's license
- b. Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union.
- c. Payroll stubs
- d. Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- e. Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, the RRHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The RRHA will require documentation of the SSN within 60 business days from the date of the family member's self-certification mentioned above was made. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

RRHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office. For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the RRHA will grant an additional 60 business days to provide documentation.

SSNs must be verified only once during continuously assisted occupancy. If any family member obtains a new SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. The SSNs of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

HUD requires all PHA residents to have a social security number, except those not eligible for subsidy.

## **2. Documentation of Age**

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members, an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the RRHA will require the family to submit other documents that confirm the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously assisted occupancy.

## **3. Family Relationships**

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Self-certification by the head of household normally is sufficient verification of family relationships.

## **4. Marriage**

Self-certification by the head of household is normally sufficient verification. If the RRHA has reasonable doubts about a marital relationship, the RRHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, RRHA will seek documentation necessary to evidence that the requirements of common law marriage (as recognized by applicable law) are met.

## **5. Separation or Divorce**

Self-certification by the head of household is normally sufficient verification. If RRHA has reasonable doubts about a separation or divorce, RRHA will require the family to document the divorce or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a community-based agency will be accepted.

#### **6. Absence of Adult Member**

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill). (See Chapter 5 of this ACOP regarding temporarily and permanently absent family members.)

#### **7. Foster Children and Foster Adults**

Third-party verification from the state or local government agency responsible for the placement of an individual with the family is required to verify that the individual is a foster child or adult of a family member.

#### **8. Children**

In cases where the birth certificate indicates that at least one parent of a minor child is not a household member, RRHA will require documentation that an adult family member has legal custody of the child. Verification from the courts, a state or local government agency or a legal document (such as that drawn up by an attorney when the parent is temporarily absent for military or incarceration) will be required. In addition, if there is some question regarding whether the child is actually living in the unit, RRHA may obtain school records to validate that the child is living in the unit.

#### **9. Verification of Student Status**

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

- a. The family claims full-time student status for an adult other than the head, spouse, or co-head, or the family claims a childcare deduction to enable a family member to further his or her education.
- b. The family claims income exclusion because the student is receiving earned income and only the first \$480 is included as income.

#### **K. Documentation of Disability**

RRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

RRHA is not permitted to inquire about the nature or extent of a person's disability [24 C.F.R. § 100.202(c)]. RRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If RRHA receives a verification document that provides such information, RRHA will not place this information in the tenant file. Under no circumstances will RRHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at [www.os.dhhs.gov](http://www.os.dhhs.gov). The above cited regulation does not prohibit the following

inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- i. Inquiry into an applicant's ability to meet the requirements of ownership or tenancy.
- ii. Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability.
- iii. Inquiry to determine whether an applicant for a dwelling is qualified for a priority or preference available to persons with disabilities or to persons with a particular type of disability.
- iv. Inquiry to determine whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance; and
- v. Inquiry to determine whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.

#### **1. Family Members Receiving SSA Disability Benefits**

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions available to families with disabled members. For family members claiming disability who receive disability benefits from the SSA, RRHA will attempt to obtain information about the family member's disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, RRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), RRHA will ask the family to request a benefit verification letter by either calling SSA at 1 (800) 772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant or participant receives the benefit verification letter, they will be required to provide it to RRHA.

#### **2. Family Members Not Receiving SSA Disability Benefits**

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 C.F.R. § 5.603.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition; however, information about the nature or severity of the disability is not required for this purpose.

#### **L. Citizenship or Eligible Immigration Status [24 C.F.R. § 5.508]**

### **1. Overview**

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen, or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual, it need not be collected or verified again during continuously assisted occupancy.

Verification of non-citizens having temporary status will need to be re-verified upon the family's next annual re-examination. [24 C.F.R. § 5.508(g) (5)]

### **2. U.S. Citizens and Nationals**

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. RRHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport, or other appropriate documentation.

Family members who claim U.S. citizenship or national status will be required to provide additional documentation, such as a birth certificate.

### **3. Eligible Immigrants**

Non-citizens with an immigration status described in Chapter 5, Section E of this ACOP may be eligible for assistance under RRHA's housing program.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required as described in this ACOP. No further verification of eligible immigration status is required. For family members under the age of 62 who claim to be eligible immigrants, eligibility must be evidenced by the family member's signed declaration of eligible immigration status, a signed verification consent form, and an original copy of a document designated by the U.S. Citizenship and Immigration Service as acceptable evidence of the immigration status claimed.

## **M. Verifying Income and Assets**

This section describes in detail how RRHA will verify certain types of income and assets that are included and excluded when determining a family's annual income.

### **1. Income from Tips**

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year. RRHA may require the family to provide a copy of its income tax return to support the declaration.

### **2. Business and Self-Employment Income**

Business owners and self-employed persons will be required to provide an audited financial statement for the business or self-employed activity for the previous fiscal year, if such an audit was conducted. If an audit was not

conducted, a statement of income and expenses for the business or self-employed activity must be submitted, and the business owner or self-employed person must certify to its accuracy. The individual must also provide all schedules completed for filing federal and local taxes for the business or self-employed activity in the preceding year. If accelerated depreciation was used on a tax return or financial statement required for this purpose, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules, and must also be provided.

The RRHA will provide a template for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner or self-employed person will be required to submit the information requested, and to certify to its accuracy, at all future reexaminations. At any reexamination, the RRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements. If a family member has operated a business or been self-employed less than three (3) months, the RRHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has operated a business or been self-employed for between three (3) to twelve (12) months, the RRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

#### ***E. Social Security/SSI Benefits***

To verify the SS/SSI benefits of applicants, RRHA will request a current SSA benefit verification letter from each family member that receives social security benefits. The verification letter must bear a date not more than 60 days prior than the date RRHA made the request. If the family is unable to provide the document(s), the RRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant has received the benefit verification letter, they will be required to provide it to RRHA.

To verify the SS/SSI benefits of participants, the RRHA will obtain information about social security/SSI benefits through the HUD EIV System.

If benefit information is not available in HUD systems, the RRHA will request a current SSA benefit verification letter from each family member that receives social security benefits. The verification letter must bear a date not more than 60 days prior than the date RRHA made the request. If the family is unable to provide the document(s) the RRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the participant has received the benefit verification letter, they will be required to provide it to the RRHA.

#### ***F. Alimony or Child Support***

If payments are made through a state or local entity, the RRHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments. The

various forms of verification documents will be considered in the following order of priority:

- a. Third-party verification from the entity paying the support.
- b. Copy of a child custody or child support order, separation or settlement agreement, or divorce decree (as applicable) stating amount and type of support and payment schedules.
- c. Copy of the latest check and/or payment stubs.
- d. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it receives irregular payments or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include a statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts may also be accepted.

Note: Families are not required to undertake independent enforcement action. If payments are irregular, the family must provide 12 months of payment history.

#### ***G. Assets Disposed of for Less than Fair Market Value***

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. RRHA needs to verify only those certifications that warrant documentation.

RRHA will verify the value of assets disposed of only if RRHA does not already have a reasonable estimation of the asset's value from previously collected information, or the amount reported by the family in the certification appears obviously in error.

- a. Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination, and RRHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The RRHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.
- b. Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the RRHA will verify the value of this asset.

#### ***1. Net Income from Rental Property***

The family must provide at least one of the following verification documents, in order of the priority RRHA will accord each form of verification:



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

## **2. Retirement Accounts**

When third-party verification is not available, the type of original document that will be accepted to verify income from retirement accounts depends upon the family member's retirement status.

- a. Before retirement, the RRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account, but which is in no case earlier than 6 months from the effective date of the examination.
- b. Upon retirement, the RRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken, and any regular payments.
- c. After retirement, the RRHA will accept an original document from the entity holding the account dated no earlier than 12 months before the date the document is presented to RRHA that reflects any distributions of the account balance, any lump sums taken, and any regular payments.

## **3. Income from Excluded Sources**

The RRHA must obtain verification for income exclusions only if, without verification, the RRHA would not be able to determine whether the income is to be excluded.

For example: If a family's 16-year-old has a job at a fast-food restaurant, the RRHA will confirm that RRHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source of income and the amount of the income must be verified.

The RRHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, the RRHA will report the amount to be excluded as indicated on documents provided by the family.

## **4. Zero Annual Income Status**

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income, such as Unemployment Benefits, TANF, SSI, etc. are not being received by the household. In addition, families claiming to have no income may be required to provide verification of their expenses, to determine how the family is able to subsist on no income.

#### ***N. Dependent and Elderly/Disabled Household Deductions***

The dependent and elderly/disabled family deductions (described in Chapter 10, Section S (1) and S (2) of this ACOP) \_require only that the RRHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

##### ***1. Dependent Deduction.***

The RRHA will verify that:

- a. Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child.
- b. Any person aged 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide and is a person with a disability or a full-time student.

##### ***2. Elderly/Disabled Family Deduction***

See Chapter 10, Section S of this ACOP for a definition of elderly and disabled families and for a discussion of the deduction. The RRHA will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

#### ***O. Medical Expense Deduction***

See Chapter 10, Section S (3) of this ACOP for a discussion of the medical expense deduction. The amount of the deduction will be verified following the standard verification procedures.

##### ***1. Amount of Expense***

The RRHA will provide a third-party verification form directly to the medical provider requesting the needed information. Health and medical care expenses will be verified through third-party verification form signed by the provider when possible. If third-party verification is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the creditor will be used. In this case the RRHA will make a best effort to estimate what expenses from the past are likely to continue to occur in the future. The RRHA will also accept evidence of monthly payments or total payments that will be due for health and medical care expenses during the upcoming 12 months.

If third-party or document review is not possible, RRHA may accept written family certification as to medical costs anticipated to be incurred during the upcoming 12 months.

In addition, the RRHA must verify that:

- a. The household is eligible for the deduction and the costs to be deducted are qualified health and medical care expenses.
- b. The expenses are not paid for or reimbursed by any other source; and
- c. Costs incurred in past years are counted only once.

### **2. Eligible Household**

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. The RRHA will verify that the family meets the definition of an elderly or disabled family provided in the Chapter 5, Section B of this ACOP.

### **3. Qualified Expenses**

To be eligible for the health and medical care expenses deduction, the costs must qualify as health and medical care expenses in accordance with this ACOP and applicable law.

### **4. Unreimbursed Expenses**

To be eligible for the health and medical care expenses deduction, the costs must not be paid or reimbursed by another source outside the family. The family will be required to certify that the health and medical care expenses are not paid or reimbursed to the family from any source.

### **5. Expenses Incurred in Past Years**

When anticipated costs are related to on-going payment of medical bills incurred in past years, the RRHA will verify:

- a. The anticipated repayment schedule,
- b. The amounts paid in the past, and
- c. Whether the amounts to be repaid have been deducted from the family's annual income in past years.

## **P. Disability Assistance Expenses**

See Chapter 10, Section S (4) related to disability assistance expenses. The amount of the deduction will be verified following the standard verification procedures described in the section described above.

### **1. Attendant Care**

The RRHA will provide a third-party verification form directly to the care provider requesting the needed information. Expenses for attendant care will be verified through third-party verification form signed by the care provider, when possible. If third-party verification is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source may be accepted. If third-party verification and document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months may be accepted.

### **2. Auxiliary Apparatus**

Expenses for any auxiliary apparatus will be verified through:

- a. Third-party verification of anticipated purchase costs of the particular auxiliary apparatus.
- b. If third-party verification is not possible, a billing statement for purchase of the auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months, may be accepted.
- c. If third-party verification and document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months may be accepted.

### **3. Family Member is a Person with Disabilities**

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities within the meaning of this ACOP. The RRHA will verify that the expense is incurred for a person with disabilities.

### **4. Family Member(s) Permitted to Work**

The RRHA must verify that the expenses claimed actually enable a family member or members (including the person with disabilities) to work.

The RRHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member or members (possibly including the family member receiving the assistance) to work.

### **5. Unreimbursed Expenses**

To be eligible for the disability expenses deduction, the costs must not be paid or reimbursed by another source outside the family.

- a. An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.
- b. The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

## **Q. Child Care Expenses**

See Chapter 10, Section S (5) for a discussion of the childcare expense deduction.

### **1. Eligible Child**

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. The RRHA will verify that the child being cared for (including foster children) is under the age of 13.

## **2. Unreimbursed Expense**

To be eligible for the childcare deduction, the costs must not be paid or reimbursed by another source outside the family.

The childcare provider will be asked to certify that, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

## **3. Pursuing an Eligible Activity**

RRHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed as a result of the childcare are actually pursuing those activities.

RRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) engaging in the eligible activity to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

### **a. Seeking Work**

Whenever possible, RRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases RRHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to RRHA any reports the household provided to the other agency.

In the event third-party verification is not available, RRHA will provide the family with a form on which the family member must record job search efforts. RRHA will review this information at each subsequent reexamination at which this deduction is claimed.

### **b. Furthering Education**

RRHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the childcare is enrolled, and to provide information about the timing of classes for which the person is registered.

### **c. Gainful Employment**

The RRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

## **4. Allowable Type of Child Care**

The type of care to be provided is determined by the family but must fall within certain guidelines.

- a. RRHA will verify that the type of childcare selected by the family is allowable.

- b. RRHA will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).
- c. RRHA will verify the childcare provider is not a family member residing in the household. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

**5. Reasonableness of Expenses**

Only reasonable childcare costs can be deducted. If the family presents a justification for costs that exceed typical costs in the area, the RRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

DRAFT

## **CHAPTER 12 – REEXAMINATIONS**

### **Purpose**

RRHA is required to monitor each participant family's income and composition over time to verify continued program eligibility, and to adjust the family's rent accordingly, in the form of annual and interim re-examinations. RRHA has adopted policies concerning the conduct of annual and interim reexaminations that are consistent with applicable law. **Complete** verification of the circumstances applicable to rent adjustments must be documented and approved according to RRHA policies.

### **A. Eligibility for Continued Occupancy**

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

1. Qualify as a family as defined in this ACOP.
2. Live in the type of property appropriate for their family type – for example, senior and disabled families with custody of a child or children cannot remain in designated senior or mixed population buildings.
3. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. [24 C.F.R. § 966.4(f)]
4. Have Social Security numbers for each family member according to applicable law. [24 C.F.R. § 5.216]
5. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 C.F.R. § 5.508 (b)]
6. Are in compliance with RRHA's 8 hours per month Community Service requirements.
7. Gross family income must not exceed income limits set by HUD.
8. RRHA may require that all adults 18 and over pass a criminal background check.
9. Existing families may be required to attend orientation or housekeeping class, as directed by their Property Manager, as a condition of continued occupancy if lease violations have occurred.
10. Pursuant to Section 104, HOTMA imposes a \$100,000 asset limit for eligibility and continued assistance. Families are also ineligible for assistance if they own real property suitable for occupancy.

### **B. Regular Reexamination**

Once a year, RRHA will reexamine family composition and unit size for all resident families. At that time, all adult family members will be required to sign a new Privacy Act/Release of Information. RRHA will reexamine the income of families paying income-based rents once a year, and once every three years for families paying flat rents. RRHA conducts annual reexaminations by interviewing all adult family members and verifying information about their income, assets,

deductions, and family size and composition.

RRHA provides notices of annual reexamination 120 days before the reexamination anniversary date.

To promote administrative efficiency, RRHA may elect to assign uniform recertification effective dates for specific developments. In such a case, RRHA will conduct an analysis of the recertification effective dates of the households at the property, the proximity of each property to one another, and the number of households at the property. RRHA will then conduct recertification actions needed to ensure that all households have the same recertification date. Implementation of this policy may require that some residents be recertified more than once in any given year. Thereafter, new residents to the property will be assigned the same recertification date as that used for other households at the development.

#### **1. Annual Reexaminations for Families Paying Flat Rent**

Public Housing residents paying Flat Rents are required to recertify income every three (3) years, rather than annually. However, such residents are still required to participate in an annual reexamination for any changes in the family composition, to ensure that unit size is still appropriate, and to check compliance with the community service requirements, if applicable. At the annual reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

### **C. Criminal Background Checks for Existing Families**

RRHA may conduct criminal background checks on all adult household members 18 years or older at reexamination. RRHA may also conduct criminal background checks when it has come to RRHA's attention either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, drug-related activity, or other criminal activity or has interfered with the right to peaceful enjoyment of the premises of other residents or agency employees. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration background checks on an annual basis. Failure to meet the criminal history screening requirements as described below or for admissions in this ACOP may result in termination of the lease.

#### **1. Criminal Background Check Procedures For Existing Families**

RRHA will follow the guidelines outlined below in reviewing annual criminal background checks for existing program participants at reexamination.

The Final Rule for Screening and Eviction for Drug Abuse and other Criminal Activity (SEDACA) published in the Federal Register on May 24, 2001, amends the Extension Act and the 1998 Quality Housing and Work Responsibility Act for the Public Housing program.

The SEDACA amendments give public housing agencies (PHAs) the tools for adopting and implementing fair, effective and comprehensive policies for screening program applicants and evicting or terminating assistance of persons who engage in illegal drug use, alcohol abuse, or other criminal



activity.

RRHA will apply the screening criteria to Public Housing residents and all members of their household 18 years of age or older at any time the housed family has requested to add a member (18 years of age or older) to the household.

If, at any time during program participation, RRHA, in its sole discretion, determines that it has reasonable cause (e.g., newspaper articles, credible informants, police reports, or it has come to RRHA's attention either from local law enforcement or by other means) to believe that a household member is or has engaged in violent activity against another person, any criminal drug-related activity, or other criminal activity, or has interfered with the right to peaceful enjoyment of the premises by other residents or agency employees, the agency may run a criminal background check on one or more household members.

Such checks shall also include sex offender registration information. In accordance with Notice PIH 2012-28, at annual reexamination, RRHA shall ask whether the tenant or any member of the tenant's household is subject to a lifetime sex offender registration program in any jurisdiction. RRHA will verify this information using the Dru Sjodin National Sex Offender Database and/or other official federal, state, and local resources, and document this information in the same manner as at program admission.

If the recertification screening reveals that the resident has falsified information or otherwise failed to disclose criminal history on his/her application and/or reexamination forms, RRHA shall pursue eviction or termination of assistance to the extent allowed by HUD requirements, RRHA's Admissions and Continued Occupancy Policy (ACOP) and Public Housing Dwelling Lease, and applicable law.

In order to obtain criminal background information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration checks on an annual basis.

Criminal background checks conducted on an existing program participant family will receive additional review if the background check reveals an unacceptable police record within the meaning of this ACOP.

When a criminal background check is conducted on any member of an existing program participant family, RRHA will seek lease termination if such member's criminal history includes any information which, if the family member had applied as a new admission at the time of the re-examination, would render the family member inadmissible as a program participant due to unacceptable criminal history.

Upon making a determination of ineligibility due to criminal history, RRHA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the resident a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before eviction or lease enforcement action is taken on the basis of such information. [24 C.F.R. §

5.903(f)] Residents will be afforded an opportunity RRHA's determination as outlined in Chapter 22- Tenant Grievance Procedure. However, in accordance with HUD regulations and the U.S. Fair Housing Act, RRHA has exempted from the grievance procedure a termination of tenancy or eviction that involves:

- i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA,
- ii. Any violent or drug-related criminal activity on or off RRHA premises,
- iii. Any criminal activity that resulted in the felony conviction of a household member or
- iv. Verbal or physical disputes between tenants.

Consideration may be given to extenuating circumstances surrounding crimes listed in this policy. RRHA may exercise discretion based on extenuating circumstances.

#### **D. Interim Re-Examinations**

RRHA shall conduct an interim re-examination upon request of any family due to changes in the family's income, assets, deductions, and family size and composition. Such interim re-examinations may be requested at any time, irrespective of the date of the family's next regularly scheduled annual reexamination. Generally speaking, families must report changes in income, assets, deductions, or family size or composition, and request an interim re-examination therefore, within ten (10) business days of the day that the change became effective. Pursuant to HOTMA Section 102, RRHA will process interim reexaminations that result in a 10% adjusted income increase or decrease and under the circumstances below.

##### **1. Change in Apartment Size**

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. RRHA may use the results of the annual or interim re-examination to require the family to move to an appropriately sized apartment. [24 C.F.R. § 960.257(a) (4)] Policies related to such transfers are located in Chapter 15 of this ACOP.

##### **2. Changes in Family and Household Composition**

- a. Residents are required to report all changes in family composition or the status of any family member to management **in writing** via the Rent Café portal within 10 business days of the day such change became effective.
- b. Failure to report within the 10 business days may result in a retroactive rent increase, if applicable, but not a retroactive credit or rent reduction.
- c. The addition of minor children to the family as a result of birth, adoption, or court awarded custody does not require prior RRHA approval; however, the family is still required to promptly notify RRHA of the addition and request an interim re-examination if necessary. [24 C.F.R. § 966.4(a)(1)(v)]
- d. To remove a minor child from the family due to the award of full or partial custody of the child to an adult who is not a member of the family, the

head or co-head of that household must provide documentation to verify the new custody arrangement. RRHA will accept the following documents as verification:

- i) a court order describing the custody arrangement; or
- ii) if a court order is not available, a notarized statement signed by the head or co-head and the child's new guardian describing the custody arrangement; or
- iii) if such a statement is not available, other court records, school registration records, child support records, tax records, or other written documents which, in RRHA's judgment, sufficiently illustrate the custody arrangement.

### **3. New Family and Household Members**

A family must submit a written request to RRHA to add a new individual to an existing public housing family prior to submission of an interim reexamination. Generally, an interim re-examination will be conducted to determine the new family member's impact on the family's income, assets, deductions, and family size or composition.

- a. With the exception of minor children who join the family as a result of birth, adoption, or court-awarded custody, a family must request RRHA approval to add a new family member [24 C.F.R. § 966.4(a)(1)(v)] or other household member (e.g., live-in aide or foster child or adult). [24 C.F.R. § 966.4(d)(3)]
- b. Families must submit a written request to RRHA for approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the apartment for more than 30 days in any given 12-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by RRHA prior to the individual moving into the apartment.
- c. RRHA will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or marriage if the addition will require the family to transfer to a larger size apartment, unless the family can demonstrate that there are medical needs or other extenuating circumstances, including requests for a reasonable accommodation, that should be considered by RRHA. Exceptions will be made on a case-by-case basis in RRHA's sole discretion.
- d. Additions of the following persons must be requested in writing and require written permission from RRHA or the Property Manager before the persons may move into the apartment:
  - i. Any adult family member (including a new spouse).
  - ii. Any minor child not being added to the family due to birth, adoption, or a new court-ordered custody arrangement.
  - iii. Foster child or children.
  - iv. Foster adult.
  - v. Live-in Aide.
- e. Adult children who previously participated in the RRHA Public Housing Program as a family member will be denied readmission unless through

reason of reasonable accommodation or as waived by the Director of Public Housing or his/her designee.

- f. RRHA will not approve the addition of a new family or household member unless the individual meets RRHA's eligibility criteria. If RRHA determines that an individual does not meet RRHA's eligibility criteria, RRHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

#### **4. Departure of a Family or Household Member**

- a. If a family member ceases to reside in the apartment, the family must inform RRHA, and request and interim re-examination to determine the impact of the family's member's departure upon the remaining family's income, assets, deductions, and size or composition. Such requests must be within 10 business days of the date the former family member ceased to reside in the unit. This requirement also applies to family members who had been considered temporarily absent, but who are now permanently absent.
- b. If a live-in aide, foster child, or foster adult ceases to reside in the apartment, the family must inform RRHA within 10 business days.
- c. If an adult member who was formerly a member of the household is reported permanently absent by the family, RRHA may consider any of the following as verification:
  - i. For families which include both members of a married couple, evidence that one spouse has instituted a divorce action or legal separation against the other spouse.
  - ii. Order of protection/restraining order obtained by one family member against another.
  - iii. Proof of another home address for any family member, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
  - iv. Statements from other agencies such as social services that the adult family member is no longer living at that location.
  - v. If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- d. If no other proof of a family member's absence can be provided, RRHA may accept a self-certification from the head of household. If the head of household is the absent member, proof can be provided by any spouse or co-head.

#### **5. Changes in Income**

A family must report changes to the family's annual income, and request an interim re-examination therefore, within 10 business days of the date the change in income became effective. Failure to do so may result in retroactive rent increases (for increases in income) or a delayed effective date for any

decreases in rent (for decreases in income).

When, at any interim re-examination, a family reports a change in income that exceeds a 10% adjusted income, RRHA shall take the following actions:

Income Change	RRHA Action
a. Decrease in income for any reason, except for decrease that is subject to Imputed Welfare Income rules.	RRHA will process an interim reduction in rent if the income decrease can be verified to last more than 30 days.
b. Increase in income following RRHA granting of interim rent decrease.	RRHA will process an interim rent increase for income increases that are due to a new source of income or resumption of income that followed the interim rent reduction.
c. Increase in earned income <u>prior to 01/01/204</u> from the employment of a current household member to which the Earned Income Disallowance has not been applied	RRHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, grant the disallowance.
d. Increase in unearned income (e.g., COLA adjustment for social security).	RRHA will defer the rent increase to the next regular reexamination
e. Increase in income because a person with income (from any source) joins the household.	RRHA will process an interim reexamination and rent increase
f. Increase in monetary or non-monetary income after Resident claimed zero income	RRHA will process an interim reexamination and rent increase.
g. Increase in income of an FSS participant	RRHA will process an interim rent increase.

**6. Interim Increase in Rent**

RRHA will process an interim increase in rent if:

- a. The resident's income increases after the resident was granted an interim decrease in rent; or
- b. The resident reported zero income and has a verified increase in income (which may be a non-monetary contribution); or
- c. The resident has or failed to report facts about family income upon which their income-based rent was based (by misrepresentation or otherwise), such that the family was charged an inappropriately low rent for at least one month. In this circumstance, RRHA will apply any increase in rent retroactively to the month following the month in which the family's income increased and any month subsequent thereto in which the increase in income was not reported to RRHA. Failure to timely report accurate information regarding family income may also constitute a lease violation and result in the family's termination from the program.

d. The resident has an increase in earned income outside of the EID.

**7. Interim Decrease in Rent**

RRHA will process interim decreases in rent as follows:

- a. When a decrease in income is reported, and RRHA verifies that the decrease exceeds adjusted income of 10% and will last less than 30 days, an interim rent adjustment will not be processed.
- b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim rent adjustment processed; provided, however, that RRHA will not retroactively reduce any family's rent for any month prior to the one in which the decrease in income was reported.

Residents granted reductions in rent are required to report any subsequent increases in income. Reporting is required when income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

**8. Decrease in Income Due to Imputed Welfare Income**

RRHA will not authorize an interim rent reduction due to a decrease in income from certain public assistance programs (welfare) if the decreased income is considered imputed welfare income within the meaning of this ACOP.

- a. If a resident challenges the public assistance agency's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by such agency.
- b. If the public assistance agency upholds the grant reduction, RRHA will consider the reduced grant as imputed welfare income, and the resident shall owe a retroactive rent for each month in which the family's rent was reduced due to the loss of public assistance income.
- c. If the Welfare Department overturns the grant reduction, RRHA will assess no retroactive rent for any month in which the family's rent was reduced due to the loss of public assistance income.

**9. Zero Income**

Unless the family has income that is excluded for rent computation, families reporting zero income are required to undergo an interim recertification every 90 days. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of health and medical care expenses shall be considered income.

**E. Over-Income Households**

If, at any annual or interim re-examination, an existing public housing family is determined to have an annual (gross) income exceeding 120 percent of the area median income, the family will be considered over-income and ineligible for housing under the Public Housing Program, unless the family meets one of the following criteria:

- (i) The family is under a valid contract for participation in a Family Self-Sufficiency Program; or
- (ii) The family is receiving earned income disallowance, and application

of the disallowance places the family below the over-income threshold. Any family over income, and does not meet either of the criteria (i) or (ii) above will be issued a 30-day notice to vacate. If the family fails to comply with the notice to vacate, RRHA may initiate lease termination procedures.

An over-income family meeting either of the criteria (i) or (ii) above may be allowed to continue occupancy in public housing for a maximum of 24 consecutive months from the date which such family entered over-income status. If, at the end of such period of 24 consecutive months the family has not experienced a decrease in income which would remove the family from over-income status, Pursuant to HOTMA Section 103, RRHA will terminate tenancy within six (6) months. At any time during the consecutive 24-month period the PHA determines that the family's income is below the over-income limit, the family is entitled to a new 24 consecutive month period and new notices.

RRHA will notify a family as to their over-income status in the following manner:

- (1) At initial determination that they are over-income (must provide notice no later than 30 days after determination)
- (2) At the conclusion of the first 12 months
  - After 12 months of initial determination that a family is over-income, the family will undergo a family and income reexamination. If the family remains in over-income status, they will receive a second written notification advising the family of the number of months then remaining before the family meets the 24-consecutive month maximum.
- (3) At the conclusion of the 24 months
  - After the consecutive 24-month period, thirty (30) days will be provided to the family to find alternative housing if the family has not experienced a decrease in income that places the family income below the 120 percent of median income.
  - If the over-income family does not find alternative housing and does not vacate the unit within the 30-day period, they will be issued a 30-Day Notice of Lease Termination.

A family determined to be over-income may request a grievance concerning RRHA's determination, or RRHA's action to terminate the family's lease, pursuant to 24 C.F.R., Part 966. A family may exercise any available judicial remedy to seek redress of RRHA's termination of the family's lease pursuant to these provisions.

## ***F. Administrative Requirements for Annual, Interim Re-Examinations***

### ***1. Document Requirements***

Any required documents or information that the family is unable to provide at the time of an RRHA-required reexamination must be provided before the

submission deadline. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the family does not provide the required documents or information within the required time frame (plus any extensions); the family will be in violation of their lease and may be terminated.

**2. Missed Appointments and Deadlines**

It is the family's obligation to supply information, documentation, and certification as needed for RRHA to fulfill its responsibilities. RRHA schedules appointments and sets deadlines to obtain information required to conduct annual or interim re-examinations. An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying RRHA, may be sent a Notice of Denial or Termination of Assistance for failure to attend the scheduled appointment or provide required information.

The family will be given two opportunities to complete the annual reexamination before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to initiate the grievance procedure, the notice will be rescinded if the family offers to cure, and the family does not have a history of non-compliance.

Acceptable reasons for missing submission deadlines or failing to provide information include, but are not limited to:

- i. Medical emergency
- ii. Incarceration
- iii. Family emergency

**3. Effective Date of Rent Adjustments**

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

- a. Rent decreases go into effect the first day of the month following the report of a change.
- b. Income decreases reported or verified after the resident accounting cut-off date will be effective the first day of the second month after the change in income was report, with a retroactive credit for the first month after such change was reported.
- c. Rent increases (except those due to misrepresentation) require 30 days' notice and generally will be effective on the first of the month following the 30-day notice to the family.



## **CHAPTER 13 – INSPECTION, REPAIR, and MAINTENANCE OF DWELLING UNITS**

### **Purpose**

RRHA will inspect each dwelling apartment prior to new family move-in, at family move-out, and annually during any family's occupancy. In addition, RRHA may require additional inspections, in accordance with RRHA Policy. RRHA may further enter public housing units to affect any necessary repairs in accordance with the terms of this ACOP.

### **A. Types of Inspections**

Generally, RRHA has six different types of inspections:

1. Move-in Inspection.
2. Annual Inspection
3. Move-out Inspection.
4. Quality Control Inspection
5. Housekeeping Inspection
6. Special Inspection

### **B. Move-In Inspection**

When offering units to new applicant families, RRHA will provide the family with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Prior to the leasing interview and signing of the Dwelling Lease, RRHA staff and the applicant family, or their representative, will together inspect the premises to be leased. An Inspection Report will be completed for inspections at the beginning of each new occupancy and termination to indicate the condition of the premises. At the completion of the inspection, RRHA staff and the new family (or their representative, if applicable) will sign the Inspection Report. The original of the report is to be retained in the tenant's folder; a copy will be kept by the facilities maintenance supervisor until needed repairs are made. After any necessary repairs identified in the Inspection Report are made, the work order(s) showing the repairs will be attached for each damaged item listed and retained in the maintenance unit file, a copy will be given to the tenant.

Once the unit is shown and the applicant accepts the unit, RRHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. This form will then be returned along with the applicant's folder to the Tenant Selection Office (TSO).

No lease will have an effective date before the unit is inspected and determined ready for occupancy; and the resident has accepted the unit, paid all monies due, and received the keys.

### **C. Annual Inspections**

Annual inspections (or “preventive maintenance” inspections) of the premises are to be made to ensure that the tenant and management are complying with the provisions of the Dwelling Lease. Management shall notify tenants of any scheduled annual inspection by delivery to the tenant’s dwelling unit a Request to Enter, which shall be issued in accordance with the notice procedures described in the Dwelling Lease and applicable law. An inspection of each RRHA public housing unit must be accomplished by RRHA or its representative each year using HUD’s [Uniform Physical Condition Standards \(“UPCS”\) National Standards for Physical Inspection of Real Estate \(NSPIRE\)](#). If necessary to bring the unit into [UPCS/NSPIRE](#) compliance, repairs identified by RRHA as necessary at any inspection will be completed by RRHA. All inspections, including routine annual inspections, will include a check of all smoke detectors to ensure proper working order. The Inspection Report will indicate whether required corrections are to be charged to the tenant or covered by RRHA, subject to applicable law. If RRHA determines over the course of any annual or preventive maintenance inspection that violations of the Dwelling Lease exist (including, without limitation, significant damage beyond normal wear and tear, housekeeping issues, infestations of vermin, unauthorized guests, or pets, etc.) , such violations will be noted on the inspection and reported to management within five days of the inspection. Tenants for whom lease violations are identified during any inspection may be subject to lease termination procedures applicable to the lease violations identified. All unsatisfactory preventive maintenance servicing determinations shall be re-inspected within ten days by the housing manager/assistant for follow-through. All inspections shall be documented utilizing the approved RRHA inspection form, with a copy thereof retained in the tenant folder and in a centralized location. RRHA will also conduct an annual inspection of 100% of the building exteriors, site, common areas and building systems. This inspection will be noted on the approved RRHA inspection form.

#### ***D. Move-Out Inspection***

Upon notification that a tenant intends to vacate a dwelling unit, the housing manager/assistant and/or facilities maintenance supervisor will inspect the premises and will encourage the tenant or his representative to participate in the move-out inspection. RRHA will determine if there is damage to the unit which was caused by the vacating tenant. Costs to repair tenant-caused damages may be paid from the family’s security deposit in accordance with applicable law. The housing manager/assistant or facilities maintenance supervisor and tenant (if present) will sign the Inspection Report. If the tenant has vacated without notice or fails to appear at the scheduled time, an inspection will be made without the tenant. A copy of the inspection form is attached to the vacating tenant’s termination papers along with charges incurred for repair of any tenant-caused damages.

#### ***E. Quality Control Inspections***

The purpose of quality control inspections is to assure that any defects identified in a previous inspection of a particular unit were repaired at an acceptable level

of craftsmanship and within an acceptable time frame. The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify other problems or issues in which RRHA can be of service to the family.

RRHA staff will conduct quality control inspections on at least 5% of all RRHA public housing units, or the mandatory minimum imposed by applicable law if such minimum is higher than 5%.

#### **F. Housekeeping Inspections**

The purpose of housekeeping inspections is to ensure that residents' housekeeping habits do not pose health or safety risks to the family or other program participants or RRHA staff, or cause damage to the apartment. Unsanitary housekeeping includes, without limitation, the following: (i) creation of a fire hazard through acts such as hoarding rags, papers, or other materials; (ii) damage the premises or equipment (above normal wear and tear) caused by the family or persons under control of the family; (iii) practices which affect unit neighbors by causing infestations of vermin, foul odors, or other health or safety concerns; (iv) depositing garbage outside of normal trash receptacles; and (v) general neglect of the premises. This does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

1. Residents whose housekeeping habits pose a health or safety risk, encourage insect or rodent infestation, or cause damage to the apartment are in violation of the lease. In these instances, RRHA will initiate lease termination procedures in accordance with applicable law.
2. If required by applicable law, a re-inspection will be conducted within 30 days of notice to the tenant that such housekeeping violations exist to confirm that the resident has complied with the requirement to abate the issues identified. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy.

#### **G. Special Inspections**

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

1. RRHA reasonably believes there exists any condition at the residence which presents an urgent health and safety risk to any individual.
2. RRHA reasonably believes that the family has committed a lease violation.
3. RRHA is required to conduct an inspection on the unit in accordance with any applicable law.
4. RRHA or its agents or designees must inspect the unit for the purpose of identifying whether any features of the unit may require non-emergency repair, replacement, or renovation in future redevelopment projects.
5. RRHA believes there is an infestation of vermin present in a unit which merits pest control activity.

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

#### ***H. Notice of Entry for Inspections***

RRHA will notify residents of unit inspections in the following manner:

1. **48-hour notice.** For any move-in inspection, routine annual inspection, move-out inspection, quality control inspection, non-emergency housekeeping inspection, or non-emergency special inspection, RRHA shall provide a written notice to the family occupying the unit which describes the date, time, and general nature of such inspection. Such notice will be hand-delivered to any family member or posted on the front door of the subject unit not less than 48 hours prior to the time the inspection is conducted or shall otherwise be delivered in any other manner permitted by applicable law.
2. **Emergency notice.** RRHA may enter and inspect a unit without advance notice to the family if RRHA reasonably believes there exists any condition at the unit which presents an urgent health and safety risk to any individual. Notwithstanding the foregoing, RRHA will endeavor to notify the family of the date, time, and general nature of any emergency inspection as far in advance of such inspection as circumstances of the emergency may permit. Emergency inspections of this kind may in certain contexts include, without limitation, housekeeping inspections, inspections to investigate suspected lease violations, and inspections related to infestations of vermin. In the event that an emergency inspection is conducted without family members present, RRHA shall issue the family a written statement describing the date, time, and general nature of the inspection, along with any pertinent findings from such inspection.

#### ***I. Emergency Entry Other Than for Inspection or Repair***

RRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned. RRHA will allow access to local, state, or federal law-enforcement or public safety officials in the performance of their duties.

#### ***J. Scheduling of Inspections***

Inspections will be conducted during reasonable hours to the greatest extent practicable given the reason for the inspection. If a family needs to reschedule an inspection (other than an inspection for urgent health and safety issues), the family must notify RRHA at least 24 hours prior to the scheduled inspection. RRHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. RRHA may request verification of such cause.

If the resident refuses to allow any lawful inspection, the resident will be in violation of the lease and RRHA will notify the family of its intended action.

#### ***K. Notice, Entry of Units to Conduct Repairs or Maintenance***

If the apartment is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify RRHA of the damage, and RRHA will make repairs within a reasonable time frame. [24 CFR § 966.4(h)]

If the damage was caused by a household member or guest, RRHA will charge the family for the reasonable cost of repairs. RRHA may also take lease enforcement action against the family.

If RRHA cannot make repairs quickly, RRHA will offer the family standard alternative accommodations. If RRHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the apartment are hazardous to life, health, or safety, RRHA will make repairs or otherwise abate the situation within 24 hours.

If RRHA elects or is required to enter a public housing unit to perform any repairs or maintenance on such unit, RRHA will notify the occupants of such unit and schedule the entry and repair, or maintenance as follows:

1. **Defects hazardous to life, health, or safety.** If necessary to repair any defect in a public housing unit which is dangerous to the life, health, or safety of any individual, RRHA may enter such unit and repair such defect at any time and without advance notice to the family occupying such unit. Notwithstanding the foregoing, RRHA will endeavor to notify the family of the date, time, and general nature of the entry and repair as far in advance of such entry as circumstances of the emergency may permit.

For the purpose of this Chapter, “defects hazardous to life, health or safety” include, but are not limited to, the following:

- i. Any condition that jeopardizes the security of the apartment.
- ii. Major plumbing leaks or flooding, waterlogged ceiling, or floor in imminent danger of falling.
- iii. Natural gas leaks or odor.
- iv. Any electrical problem or condition that could result in explosion, shock, or fire.
- v. Absence of a working heating system when outside temperature is below 64 degrees Fahrenheit between the dates of October 1 until April 15 in any business year.
- vi. Utilities not in service, including no running hot water.
- vii. Conditions that present the imminent possibility of injury.
- viii. Obstacles that prevent safe entrance or exit from the apartment or constitute a fire hazard.
- ix. Absence of at least one functioning toilet in the apartment.
- x. Inoperable smoke detectors.

- xi. No working air conditioner (in elderly units only), and only when the outside temperature is greater than 78 degrees Fahrenheit (at any time of year).
  - xii. Infestation of bedbugs.
  - xiii. In a situation where the unit or building has a fuel burning appliance missing or inoperable carbon monoxide detector.
2. **Non-emergency defects.** To repair any non-emergency defect or to conduct non-emergency maintenance in a dwelling unit, RRHA shall provide a written notice to the family occupying the unit which describes the date, time, and general reason for the entry and the repairs or maintenance to be conducted. Such notice will be hand-delivered to any family member or posted on the front door of the subject unit not less than 24 hours prior to the time entry is made or shall otherwise be delivered in any other manner permitted by applicable law.
  3. **Requests made by occupants.** Notwithstanding any provision of this ACOP to the contrary, if a member of a family submits a request to RRHA to repair any defect in the unit, or to conduct any maintenance activity in the unit, RRHA may enter the unit and conduct the requested repairs or maintenance at any time between the hours of 8:30 a.m. and 4:00 p.m. on any weekday, and without advanced notice to the family.
  4. Except for emergencies, management/maintenance will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the duration of the repair by the leaseholder.

***L. Requesting and Scheduling Repairs or Maintenance***

Residents of any RRHA public housing community may request repairs or maintenance to their dwelling unit, or to any common area of the community, by contacting the call center at (804) 780-8700 Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m., except for RRHA holidays. Residents are encouraged to report all problems or necessary repairs during these hours to the greatest extent possible.

To request repairs or maintenance outside the hours of 7:30 a.m. and 5:00 p.m. or at any time on a Saturday, Sunday, or RRHA holiday, residents must call the After-Hours number at (804) 780-4100.

For repairs or maintenance to correct defects other than life-threatening health and safety defects, RRHA will generally schedule entry and repair or maintenance of such defects within 30 days of the time that RRHA became aware of the defect.

For repairs or maintenance to correct life-threatening health and safety defects, RRHA will generally schedule entry and repair or maintenance of such defects within 24 hours of the time that RRHA became aware of the defect, subject to RRHA's After-Hours procedures discussed below.

### ***M. RRHA After-Hours Repair Procedures***

All calls to request repairs or maintenance made between the hours of 5:00 p.m. and 7:30 a.m., or on any Saturday, Sunday, or RRHA holiday, are considered “after hours” requests. After-hours requests will be screened to determine the need for immediate correction, and the situation will be reported to “on-call” maintenance staff. On-call staff will make any necessary repairs to stabilize the situation, but once the situation is stabilized, the request will be referred to the property management office responsible for the development where the resident lives for follow-up action during normal business hours on the next RRHA working day.

Upon receiving an after-hours request for repair or maintenance, on-call staff will conduct repairs or maintenance only the extent necessary to stabilize the reported issue and ensure there are no immediate risks to health or safety until the property management office responsible for such unit is able to address the issue after 7:30 a.m. on the next RRHA working day.

After-hours requests which on-call staff will abate prior to 7:30 a.m. on the next RRHA working day include the following:

- i. Danger or potential danger to life or limb to any individual caused by a maintenance problem.
- ii. Any condition that jeopardizes the security of the unit.
- iii. Major plumbing leaks or flooding, waterlogged ceiling, or floor in imminent danger of falling.
- iv. Explosions, fires, or electrical problems that could result in shock or injury. Residents should call the Fire Department (911) for all fires on authority properties. The maintenance department should be notified of the amount of damage regardless of how little damage is reported. Only work to secure the property is authorized for on-call personnel, subject to applicable law and the direction of any first responders present on-scene.
- v. No hot water is available in an entire unit.
- vi. Gas Leaks or odor; no gas in unit. Tenants should verify service is not disconnected due to utility work or repairs before contacting RRHA if possible, given the circumstances.
- vii. All elevators in a building are not operational.
- viii. No heat is operational in the entire unit, if outside temperature is below 64 degrees Fahrenheit at any time between October 1 until April 15 in any business year.
- ix. No electricity operational in unit.
- x. Apartment entrance door(s) cannot be secured or opened.

- xi. Absence of a functioning toilet in the apartment. If the unit has more than one commode, and at least one commode is operational, this does NOT constitute an emergency for After-Hours purposes.
- xii. No working air conditioner is present in any senior-designated unit when outside temperature is 78 degrees Fahrenheit or above (at any time of year).
- xiii. Wellness checks (in senior-designated units only).

On-call staff will not respond to the following after-hours requests:

- a. A resident is locked out of the dwelling unit. Residents must notify manager to gain entry to their units during normal business hours. For nights, weekends and holidays, tenant must call a locksmith to gain entry to their units at their own expense. No on call personnel has the authority to open a unit due to misplaced, lost, or stolen keys.
- b. Household sink, basin, or bathtub stoppages in the unit.
- c. Refrigerators are out of order. – Resident will be notified to keep doors closed and report trouble the next business day.
- d. Retrieval of wallets, keys, money, etc. from elevator or compactor shafts
- e. Stoves, water lines, electricity, etc. previously shutdown by the Fire Department, Dominion, City of Richmond, or your Development.

#### ***N. Pest Control Activities***

RRHA will require that residents comply with pest control activities undertaken by the housing authority. RRHA will notify families at least 48 hours in advance of any scheduled pest control activities to be conducted at the family's unit, in the same manner as notifications of non-emergency inspections, except that RRHA reserves the right to enter a unit to conduct emergency pest control activities in accordance with this ACOP and applicable law.

Residents will be required to provide access to the unit when pest control treatments are scheduled. Residents must cooperate fully with RRHA management and extermination staff. RRHA or an authorized representative will enter any unit where pest control activities are scheduled or needed. Residents are required to complete all pre-treatment activities in their apartments in accordance with the instructions provided in any written notice of scheduled pest control activities. All such pre-treatment activities must be completed prior to the pest control treatment. Pre-treatment activities may include activities such as placing items in plastic bags, storing food items, and removing heat-sensitive personal property from the unit. Residents are required to cooperate fully in the treatment plan, including the disposal of personal belongings if needed. Failure to allow access for pest control, failure to prepare the unit for pest control activities, and/or failure to cooperate with pest control activities may result in lease termination. Pest Control activities must be completed on all units for the treatments to be effective. For this reason, this policy will be strictly enforced.



In accordance with Notice PIH-2012-17, RRHA will comply with all guidance on the rights and responsibilities of HUD, RRHA and the residents regarding bedbug infestations.

RRHA will respond with urgency to any resident report of bedbugs. Within 24 hours of the resident report, or the next working day (in the event the resident report was made after-hours), RRHA will make contact with the resident, provide the resident with information about control and prevention of bedbugs, and discuss measures the resident may be able to take in the unit before an inspection is performed. However, a bedbug inspection and, if necessary, treatment may take time to schedule. RRHA will endeavor to take appropriate action within a reasonable time period using the guidelines provided below. Following a report of bedbugs, RRHA or a qualified third party trained in bedbug detection will inspect the dwelling unit to determine if bedbugs are present. The inspection will cover the unit reporting the infestation and, at minimum, each immediately adjacent next to, directly above, and directly beneath the unit where the infestation was reported. RRHA is required to retain documentation of the efforts to obtain qualified services. If an infestation is suspected but cannot be verified, RRHA will re-inspect the unit(s) periodically over the next several months.

The length, method and extent of the treatment used by RRHA will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

RRHA may not deny tenancy to a potential resident on the basis of the resident having experienced a prior bedbug infestation, nor may give residential preference to any resident based on a response to a question regarding prior exposure to bedbugs. RRHA may not charge a resident to cover the cost of bedbug treatment; such cost shall be covered by RRHA.

#### ***O. Smoke Detectors***

1. Residents are responsible for replacing batteries in the smoke detectors in their units if applicable.
2. Notices of lease violation will also be issued to residents who purposely disengage or fail to maintain the apartment's smoke detector. Only one warning will be given. A second incidence may result in lease termination.

#### ***P. Procedures Regarding Certain Unsafe or Unsanitary Dwelling Units***

1. If an unsafe or unsanitary condition exists which is the responsibility of RRHA to correct or repair, such condition will be corrected promptly in accordance with the Dwelling Lease, this ACOP, and applicable law. When RRHA corrects an unsafe or unsanitary condition caused by use, misuse, abuse, or negligence by a resident, a charge will be made against the Resident in accordance with the List of Standard Charges (copy located in the management office). All contacts with a Resident regarding unsafe and/or unsanitary conditions will be documented, and copies of such documentation will be placed in the resident's file.

2. If, the Dwelling Lease, this ACOP, or applicable law provide that the Resident is responsible for correcting the condition which is of an emergency nature, the Resident must make the corrections immediately. If correction has not been made within 24 hours, RRHA will make the necessary corrections and the Property Manager will charge the Resident for the corrections or repairs and, if applicable, initiate lease termination.

3. If the dwelling unit or premises are damaged or destroyed by fire, casualty, mold, or any other cause to an extent that the resident's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or RRHA may terminate the Dwelling Lease as provided by such Dwelling Lease and applicable law. RRHA may initiate a transfer to a comparable unit in accordance with RRHA's transfer policy. Failure to accept a transfer when offered, or to otherwise vacate the premises when deemed uninhabitable, will result in lease termination and further legal action to gain possession of the unit.

**Q. Appliances**

The PHA supplies stoves and refrigerators in all units. If residents are planning to utilize their own refrigerator in addition to the PHA provided refrigerator, it will be documented, and the resident will be responsible for the upkeep and maintenance of their personally owned appliances.

RRHA-owned refrigerators will not be removed from the unit by residents. The site office will be notified to remove an RRHA-owned refrigerator, if necessary. If the resident-owned appliances are not in acceptable condition according to [Uniform Physical Condition Standards \(UPCS\)](#) [National Standards for Physical Inspection of Real Estate \(NSPIRE\)](#), RRHA reserves the right to require the resident to remove or repair that appliance at the resident's expense.

## **CHAPTER 14 - LEAD BASED PAINT POLICY**

### **A. Background**

The Richmond Redevelopment and Housing Authority (RRHA) will follow the lead of the Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) related to guidance on procedures to eliminate lead-based paint hazards in residential property assisted under the Housing Act of 1937 (42 U.S.C. 1437 et seq.) It is the policy of RRHA to comply with all applicable law pertaining to the hazards of lead-based paint. This policy will comply with HUD's approach to the Lead Based Paint Poisoning Prevention Act and the subsequent versions of regulations as presented in the Code of Federal Regulations Title 24, Part 35. This policy will also comply with these standards as revised extensively for Public and Indian Housing and the 1992 Residential Lead Based Paint Hazard Reduction Act of the Housing and Community Development Act (42 U.S.C. 4852d) which extended some controls into rental housing. The Reduction Act led to the publication in 1995 of the HUD Guidelines for the Reduction of Lead Based Paint Hazards and the HUD regulations published in 1999. This policy will also comply with the EPA's Renovation, Repair and Painting Final Rule which applies to lead -based paint hazards created by renovation, repair and painting activities that disturb lead-based paint in "target-housing" and "child occupied" facilities.

This policy covers all residential buildings owned and managed by RRHA in its low-income public housing program (LIPH) or RRHA-owned housing which is being sold.

With respect to RRHA's LIPH properties, the Lead Safe Housing Rule (LSHR) applies only to units constructed prior to 1978 occupied (or intended to be occupied) by a child under age six (6), the common areas servicing those units, and exterior painted surfaces associated with those units and common areas. The Lead Disclosure Rule (LDR) applies to disclosure of lead-based paint and lead-based hazards in most housing constructed prior to 1978 ("target housing") at sale or lease, whether they are or will be occupied by a child, and whether it is federally assisted or not. This policy has been adopted to comply with the 24 C.F.R., Part 35, current HUD regulations, and the EPA and State recommended work practices. Wherever the various provisions of applicable law may differ, RRHA will follow the more protective standard.

This policy addresses the following issues as they relate to lead-based paint: communication, inspection, worker certification, methods and training, remediation, clean-up, and record keeping.

### **B. Reason(s) for the Policy**

The reason for the policy is to prevent exposure to lead-based paint hazards. In general, the older the home, the more likely it has lead-based paint. Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978 because of its known health hazards.

Subsequent federal, state, and local legislation required owners of residential properties to implement notification, monitoring and remediation practices with regard to lead-based paint hazards.

Consistent with this legislation, the fundamental purpose of this policy is to ensure that: 1) residents, personnel and contractors are aware of potential hazards from lead-based paint; 2) lead-based paint hazards are identified, monitored and/or remediated as necessary, and 3) workers use lead-safe work practices.

### ***C. Why compliance with the policy is important***

About 1 in 22 children in America have high levels of lead in their blood, according to the Centers for Disease Control and Prevention. This amounts to 1.7 million children having blood lead-levels above safe limits, mostly due to exposure to lead-based paint hazards. Lead paint is an invisible danger. Here are some important facts to remember about lead poisoning:

1. The long-term effects of lead poisoning can be severe and often include irreversible damage to the brain and many other organs, learning disabilities, decreased growth, hyperactivity, impaired hearing, and behavioral issues. Lead can also cause abnormal fetal development in pregnant women.
2. New cases of childhood lead poisoning are diagnosed every year. Many more could go unreported.
3. Adults exposed to lead paint can suffer from high blood pressure, headaches, dizziness, diminished motor skills, and fatigue and memory loss. Even small levels of exposure to paint can harm adults.
4. It is not only lead chips that cause lead poisoning. Contamination can be caused by only small amounts of lead dust that is easily absorbed by anyone who inhales or ingests it.
5. Lead poisoning cannot be cured.

Because of the serious health risks lead paint poses to people, especially children, the EPA and HUD have begun a stringent effort to enforce the Residential Lead-Based Paint Hazard Reduction Act. Congress has charged EPA and HUD with developing regulations to enforce this act. Enforcement actions have occurred, and substantial fines have been imposed. Failure to comply can result in fines of up to \$63,500 per transaction. The EPA and HUD are carrying out the enforcement independently and jointly with the assistance of the Department of Justice. HUD will generally appear without notice at a rental office and ask to see lease records. EPA may do a surprise check or may send a letter alerting the owners/managers that they are coming.

HUD plans to focus on compliance with the requirements as they pertain to property rentals and to focus its efforts on properties in large urban areas where there are identified elevated lead blood level (EBL) problems. HUD may decide to do an inspection based upon a call to the lead hotline, referral from a health department of an EBL child, troubled housing (as determined from housing and code violations), and random samples. HUD is focusing on "egregious" violations of the law.

Egregious violations include, in general, failure to satisfy the requirements of the Regulations where the housing being sold or leased contains lead-based paint or lead-based paint hazards and is occupied or to be occupied by a pregnant woman of child under the age of 6 years.

There are a total of 11 possible violations per lease transaction and 13 possible violations per sales transaction. The base amount of the penalty assessed for a violation is based on the nature, circumstances, and extent of the harm which may result and may range from \$110 to \$11,000 per violation.

Violations of the regulations may also result in criminal penalties if the violation is committed "knowingly and willfully". These violations may be referred to the Department of Justice for criminal prosecution. Penalties in a criminal case include fines of up to \$11,000 per violation and/or imprisonment for up to one year.

The most common violation, according to the EPA, is failure to disclose knowledge of a lead-based paint test. HUD and EPA have found that many violations resulted when an owner/manager did not comply with the law during a "triggering event." A "triggering event" is defined as any change in the lease terms. Compliance with the law is required as soon as the first "triggering event" occurs after enactment of the law. These events include an increase in rent, change of unit, change of lease terms, etc. Anything that affects the lease in any way is a "triggering event" for compliance with the law.

In addition, any person who knowingly fails to comply with any provision of the disclosure requirements of 24 C.F.R., Part 35 shall be subject to civil monetary penalties in accordance with 42 U.S.C. § 3545 and 24 C.F.R., Part 30. Any person who knowingly violates the provisions is also jointly and severally liable to the lessee or purchaser in an amount equal to 3 times the amount of damages incurred by such individual.

The EPA has authority to seek civil fines of \$32,500 per offense and an additional criminal fine of \$32,500 plus jail time for knowing and willful violations of the Renovation, Repair and Painting Rule requirements. The EPA can also revoke certification for a Certified Firm or a Certified Renovator who violates Renovation, Repair and Painting Rule requirements. Violators may be both Certified Renovation Firms and non-certified contractors who are not aware of or have ignored the requirement to become a Certified Renovation Firm.

#### ***D. Who is governed by this Policy?***

RRHA employees and contractors who perform and/or supervise repair or renovation work, or who communicate about lead-based paint issues in RRHA housing, and any RRHA staff members who lease or manage units must comply with this policy. In addition, residents living in RRHA properties are required by law to comply with this policy.

#### ***E. Who Should Know This Policy***

Senior Executive Officers, Vice Presidents, the Director of Property Management, the Director of Maintenance, Procurement staff, Project Managers, Senior Administrative Officers, RRHA AMP management and maintenance staff, Tenant Selections Staff, Hearing Officers, Central Maintenance staff, contractors,

or anyone that manages, supervises, eases, or otherwise does work in RRHA properties must be familiar with this policy.

#### ***F. Exemptions to this Policy***

The following properties are exempt from the Lead Disclosure Rule (LDR) and/or the Lead Safe Housing Rule (LSHR) under 24 C.F.R. § 35.115. The regulation that establishes such exemptions are shown.

1. Post 1977 housing (1978 and newer) [§ 35.82, § 35.115(a)(1)]
2. Zero-bedroom units (e.g., SRO, efficiency) [§ 35.82, § 35.115(a)(2)]
3. Property dedicated as elderly housing (i.e., age 62 or older) with no child under age 6 residing or expected to reside in the unit [§ 35.82, § 35.115(a)(3)]
4. Housing dedicated for the disabled with no child under age 6 residing or expected to reside in the unit [§ 35.82, § 35.115(a)(3)]
5. Property certified as lead safe through a paint inspection conducted in accordance with 40 C.F.R. § 745 35.82(b), § 35.115(a)(4)
6. Property where all lead-based paint has been identified and removed with a qualified clearance examiner reporting the project passed clearance [§ 35.82(b), § 35.115(a)(5), § 35.1340]
7. Unit that will be occupied for a total of less than 100 days under emergency leasing assistance to eligible households [§ 35.82(c), § 35.115(a)(11)]
8. An unoccupied dwelling unit or residential property that is to be demolished, provided the unit or property will remain unoccupied until demolition [§ 35.115(a)(6)]
9. A property or part of a property that is not used and will not be used for human residential habitation [§ 35.115(a)(7)]
10. Rehabilitation or maintenance activities that do not disturb painted surfaces [§ 35.115(a)(8)]
11. Emergency actions [§ 35.115(a)(9)]

#### ***G. Policy Text***

The management of lead-based paint hazards in residential buildings operated by RRHA is guided by existing federal and local legislation. This policy contains exact language from 24 C.F.R., Part 35 related to the disclosure of and procedures to eliminate known lead-based paint and/or lead-based paint hazards in residential property assisted under the U.S. Housing Act of 1937 (42 U.S.C. § 1437 et seq). This policy does not include housing assisted under section 8 of the 1937 Act. This following summary is intended to provide information but cannot cover all the important and relevant information governing the policy and lead-based paint legislation. Website links and additional resources for agencies that monitor compliance with the legislation and include more detailed information can be found at the end of this policy.

#### ***H. Disclosure Requirements for Sellers and Lessors (24 C.F.R. § 35.88)***

The following activities shall be completed before a purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to 24 CRF Part 35.82. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities. The seller or lessor shall:

1. Provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet in accordance with 24 C.F.R. § 35.130. Such pamphlets include the EPA document entitled *Protect Your Family from Lead in Your Home* (EPA – 747-K-94-001) or an equivalent pamphlet that has been approved for use in the State by EPA.
2. Disclose to each purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards in the target housing as a whole.
3. Disclose to each agent the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

If any of the disclosure activities identified in this section occurs after the purchaser or lessee has provided an offer to purchase or lease the housing, the seller or lessor shall complete the required disclosure activities prior to accepting the purchaser's or lessee's offer and allow the purchaser or lessee an opportunity to review the information and possibly amend the offer.

#### ***I. Opportunity to conduct an evaluation (24 C.F.R. § 35.90)***

1. Before a purchaser is obligated under any contract to purchase target housing, the seller shall permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

2. Notwithstanding paragraph 1 of this section, a purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

**J. Certification and acknowledgment of disclosure (24 C.F.R. § 35.92)**

**1. Seller Requirements.**

Each contract to sell target housing shall include an attachment containing the following elements, in the language of the contract (e.g., English, Spanish):

- a. A Lead Warning Statement consisting of the following language: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- b. A statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the know lead-based paint and/or lead-based paint hazards such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- c. A list of any records available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate.
- d. A statement by the purchaser affirming receipt of the information set out in paragraph 2 and 3 of this section and the lead hazard information pamphlet required under section 15 U.S.C. § 2696.
- e. A statement by the purchaser that he/she has either:
  - i. Received the opportunity to conduct the risk assessment or inspection required by § 35.90(a); or
  - ii. Waived the opportunity.
- f. When any agent is involved in the transaction to sell target housing on behalf of the seller, a statement that:



- i. The agent has informed the seller of the seller's obligations under 42 U.S.C. § 4852d; and
  - ii. The agent is aware of his/her duty to ensure compliance with the requirements of this subpart.
- g. The signatures of the sellers, agents, and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with dates of signature.

**2. Lessor Requirements.**

Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish):

- a. A Lead Warning Statement consisting of the following language:  
 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known-lead based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning.
- b. A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
- c. A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.
- d. A statement by the lessee affirming receipt of the information set out in paragraph 2 and 3 of this section and the required lead hazard information pamphlet required under 15 U.S.C. § 2696.
- e. When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that:
  - i. The agent has informed the lessor of the lessor's obligations under 42 U.S.C. § 4852d; and
  - ii. The agent is aware of his/her duty to ensure compliance with the requirements of this subpart.

- f. The signatures of the lessors, agents and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.

### **3. Retention of certification and acknowledgment information.**

- a. The seller, and any agent thereof, shall retain a copy of the completed attachment required under paragraph (A) of this section for no less than three (3) years from the completion date of the sale. The lessor, and any agent thereof, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (B) of this section for no less than three (3) years from the commencement of the leasing period.
- b. This recordkeeping requirement is not intended to place any limitations on civil suits under the Act or to otherwise affect a lessee's or purchaser's rights under the civil penalty provisions of 42 U.S.C. § 4852d(b)(3).
- c. The Seller, lessor, or agent shall not be responsible for the failure of a purchaser's or lessee's legal representative (where such representative receives all compensation from the purchaser or lessee) to transmit disclosure materials to the purchaser or lessee, provided that all required parties have completed and signed the necessary certification and acknowledgements language required under this section.

### **K. De Minimis Levels**

De Minimis levels are exceptions to safe work practices and defined as work which as in HUD's Lead Safe Housing Rule (LSHR) disturbs less than:

- 1. 20 square feet on exterior surfaces.
- 2. Two (2) square feet in any one interior room or space; or
- 3. 10% of the total surface area on an interior or exterior type of component with a small surface area that contains lead-based paint (examples include windowsills, baseboards, and trim).

EPA has defined minor repair and maintenance activities in the Renovation, Repair and Painting Rule (RRP) as:

- 1. Minor repair and maintenance activities do not include window replacement, demolition or activities involving prohibited practices.
- 2. The entire surface area of a removed component is the amount of painted surface disturbed. Work other than emergency renovations, performed within a 30-day period must be considered the same job when determining the amount of painted surfaces.
- 3. Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than:
  - a. 20 square feet per side of painted surfaces on the exterior; or
  - b. 6 square feet per room of painted surfaces on the interior.

Note: The HUD Lead Safe Housing Rule applies to every home built prior to 1978 that receives Federal housing assistance where greater than HUD's de minimis amounts of painted surfaces will be disturbed. In determining de minimis levels for safe work practices, RRHA will use the more protective standard defined within the LSHR.

#### **L. Lead Triggered Activity**

A lead-triggered activity is anything that is a lead hazard, or reduces a lead hazard, including:

1. Child has a blood test result at the Environmental Intervention Blood Lead Level (EIBLL).
2. Existence of any defective paint surface (until tested to be non-lead).
3. Any rehabilitation work greater than the *de minimis levels* disturbing a lead painted surface to be performed with safe work practices; or
4. Any abatement activities from a risk assessment

#### **M. Course of Action**

For any lead-triggered activity, RRHA shall take the following actions:

1. Determine the level of hazard evaluation and reduction (24 C.F.R. §§ 35.915-930)
2. Presume lead or evaluate (option – 24 C.F.R. § 35.120); evaluation is recommended.
3. Perform Lead Paint Inspection and/or risk assessment and/or Lead Hazard Screen by licensed personnel.
4. Include in the “scope of work” for lead activities the interim controls and/or abatement recommendations from a risk assessor and safe work practices for items determined to be lead paint.
5. Determine impact of “occupant relocation” requirements (24 C.F.R. § 35.1345).
6. Based on results of Lead Paint Inspection and/or risk assessment and/or Lead Hazard Screen, establish contractor qualifications (see Safe Work Practices, 24 C.F.R. §§ 35.1325-1330), safe work practices to be used (including occupant protections), and achieve clearance in bid invitation and contract.
7. Relocate occupants and belongings, if necessary (24 C.F.R. Part § 35.1345).
8. Supervise work so that “Safe Work Practices” at 24 C.F.R. § 35.1350 are used: worksite is prepared/contained, and occupants and their belongings are protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance, certification is made that Safe Work Practices have been followed.
9. Collect lead dust wipe and soil clearance samples upon completion of the work.
10. Achieve clearance and obtain report approvals after all rehab work is done.

#### **N. Evaluation of RRHA properties (24 C.F.R. § 35.1115)**

1. A lead-based paint inspection shall be conducted in all public housing unless a lead-based paint inspection that meets the conditions of § 35.165(a) has already been completed.
2. In cases where evaluation or hazard reduction is undertaken, RRHA shall provide notice to residents in accordance with § 35.125. (A visual assessment alone is not considered an evaluation for purposes of this part). Residents will be provided with a “Notice of Hazard Evaluation” (or presumption) within 15 business days of the date when the evaluation is received, or the presumption is made in accordance with § 35.125(a).
3. If a lead-based paint inspection conducted on any residential property owned or managed by RRHA finds the presence of lead-based paint, or if no lead-based paint inspection has been conducted, RRHA shall conduct a risk assessment unless a risk assessment that meets the conditions of § 35.165 has already been completed.
4. When RRHA advertises a construction contract (including architecture/engineering contracts) for bid or award or plans to start force account work, RRHA shall not execute such contract until a lead-based paint inspection and, if required, a risk assessment, has taken place and any necessary abatement is included in the modernization budget, except for contracts solely for emergency work in accordance with § 35.115(a) (9). The Director of Procurement and all other RRHA staff involved in the procedure to procure services of this type shall ensure compliance with all requirements of 24 C.F.R., Part 35 and this policy.
5. RRHA shall amend five-year funding request plans for CIAP and CGP to include funding for lead-based paint activities when necessary.

***O. Evaluation and Hazard Reduction before acquisition and development (24 C.F.R. § 35.1125)***

1. For each residential property constructed before 1978 and proposed to be acquired for a family project (whether it will need rehabilitation), RRHA will conduct a lead-based paint inspection and risk assessment for lead-based paint hazards in accordance with § 35.1320.
2. If lead-based paint is found in a residential property to be acquired, the cost of evaluation and abatement shall be considered when making the cost comparison to justify new construction, as well as when meeting maximum total development cost limitations.
3. If lead-based paint is found, compliance with 24 C.F.R., Part 35, Subpart L is required, and abatement of lead-based paint and lead-based paint hazards shall be completed in accordance with § 35.1235 before occupancy.
4. RRHA requires a physical needs assessment for all proposals for the development or rehabilitation of new or existing public housing units. The

physical needs assessment must include an assessment of the presence or suspected presence of lead-based paint, asbestos, or mold for all proposals.

5. Developers must submit the following documents with their proposals:
  - a. Phase I Environmental Report with potential lead hazard identified for buildings constructed prior to 1978.
  - b. Lead Hazard Evaluation Procedures; and
  - c. Lead Hazard Reduction Procedures.
6. As a result of the developer submission review, RRHA staff shall indicate the required lead hazard reduction work and protective measures to be followed during construction.
7. Prior to the award of the contract with RRHA, the developer shall provide:
  - a. Tenant Notification Procedures.
  - b. Lead Clearance.
  - c. Contractor's Abatement License; and
  - d. Ongoing Maintenance Procedures, if required.

#### ***P. Lead Hazard Evaluation Methods and Qualifications***

1. **Visual Assessment.** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling, or chipping paint. This assessment does not identify the presence of lead, only the potential danger. The assessment is performed by either a licensed risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment (per self-administered HUD internet course at <http://www.hud.gov/offices/lead>).
2. **Lead Paint Inspection.** A lead-based paint inspection is a surface-by-surface investigation to determine the presence of lead-based paint through XRF analyzer testing and laboratory analysis. Lead Paint Inspections must be conducted by state licensed lead paint inspectors or risk assessors.
3. **Risk Assessment.** A risk assessment is a comprehensive investigation of a dwelling to identify lead-based paint hazards that include paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A licensed risk assessor must conduct the assessment.
4. **Lead Hazard Screen.** A lead hazard screen is like a risk assessment. The sampling is less extensive, but the requirements are more stringent. If the unit fails the lead hazard screen, then a full risk assessment must be performed. The screen must be performed by a licensed risk assessor.

#### ***Q. Hazard Reduction***

1. RRHA shall, in accordance with 24 C.F.R. § 35.1325, abate all lead-based paint and lead-based paint hazards identified in evaluations conducted in residential properties owned by RRHA pursuant to § 35.1115. RRHA shall abate lead-

based paint and lead-based paint hazards in accordance with § 35.1325 during the course of physical improvements conducted under modernization of any residential properties owned by RRHA.

2. In all housing where abatement of the lead-based paint and/or lead-based paint hazards required in paragraph 1 of this section have not yet occurred, RRHA will conduct interim controls, in accordance with § 35.1330, of the lead-based paint hazards identified in the most recent risk assessment.
3. RRHA shall complete interim controls of dwelling units in which any child who is less than six (6) years of age resides and common areas servicing those dwelling units within 90 days of the evaluation.
4. RRHA shall complete interim controls in dwelling units not occupied by families with one or more children of less than six (6) years of age, common areas servicing those units and the remaining portions of the residential property no later than 12 months after completion of the evaluation conducted under § 35.1115.
5. For lead reduction activities that are performed on properties owned by RRHA, RRHA requires the contractor supervisor to be certified as a lead – based paint specialist and trained in Safe Work Practices. A copy of the contractor’s Lead Abatement Contractor license is required prior to conversion/permanent closing.
6. Following completion of any reduction activities, residents will receive a “Notice of Hazard Reduction & Clearance” no more than 15 business days after the hazard reduction activities have been completed in accordance with § 35.125(b)(1).
7. Clearance must be performed by a licensed Risk Assessor after all rehab work is done, with a copy of the clearance report and qualifications of the Risk Assessor sent to RRHA prior to sale or leasing.
8. RRHA shall incorporate ongoing lead-based paint maintenance and reevaluation activities into regular building operations in accordance with § 35.1355. In accordance with § 35.115(a) (6) and (7), RRHA understands that this requirement does not apply to a development or part thereof if it is to be demolished or disposed of in accordance with disposition requirements in part 24 C.F.R., Part 970, provided the dwelling unit will remain unoccupied until demolition, or if it is not used and will not be used for human habitation. Ongoing lead –based paint (LBP) maintenance shall not be required if no LBP exists, or it was removed.

#### ***R. Lead Hazard Reduction Methods***

1. **Paint Stabilization.** Paint stabilization reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal and repainting or abatement.
2. **Interim Controls.** Interim controls are temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting,

maintenance, special cleaning, occupant protection measures, clearance, and education programs (24 C.F.R. § 35.1330). Interim control methods require safe practices and include:

- a. **Paint Stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.
- b. **Treatment for friction or impact surfaces** – If lead-based paint is found at acceptable levels, or is presumed to exceed it, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this include re-hanging binding doors, installing door stops, or reworking windows.
- c. **Treatment for chewable surfaces** - If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.
- d. **Lead contaminated dust control** - All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, windowsills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed, or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.
- e. **Lead-contaminated soil control** - If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

Interim Controls (including standard treatments) under 24 C.F.R. § 35.1330 require that workers should be trained in accordance with the OSHA Hazard Communication Requirements (29 C.F.R. § 1926.59) and must either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed one of the following courses:

- i. LBP abatement worker or supervisor (40 C.F.R. § 745.225)
  - ii. Operations and Maintenance
  - iii. Remodeler's and renovator's Lead-Based Paint Training program developed by HUD and the National Association of Remodeling Industry; or
  - iv. An equivalent course approved by EPA or HUD.
3. **Abatement.** Abatement permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components that have lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who have successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a state program authorized by EPA or conducted by EPA.

#### **S. Safe Work Practices (24 C.F.R. § 35.1350)**

1. **Prohibited Methods of Paint Removal (24 C.F.R. § 35.140):** The following methods *shall not be used* to remove paint that is, or may be, lead-based paint:
  - a. Open flame burning or torching.
  - b. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust system.
  - c. Abrasive blasting or sandblasting without HEPA local exhaust control.
  - d. Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
  - e. Dry sanding or scraping , except dry scraping in conjunction with heat guns or within 1.0ft (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in any one interior room or space, or totaling no more than 10 sq. ft. on exterior surfaces; or
  - f. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 C.F.R. § 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 C.F.R. §§ 1910.1200 or 1926.59 as applicable to the work.

#### **T. Occupant Protection (24 C.F.R. § 35.1345)**

Occupants shall not be permitted to enter a worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite) until after hazard reduction work has been completed and clearance, if required, is achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

1. Treatment will not disturb lead-based paint, dust-lead hazards, or soil-lead hazards.
2. Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided.
3. Treatment of the interior will be completed within one period of eight daytime hours, the worksite is contained to prevent the release of leaded dust and



debris into other areas, and treatment does not create other safety, health, or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

4. Treatment of interiors will be completed within five business days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities. (HUD Interpretive Guidance – the term “interior work” refers to work in a single room.)

The dwelling units and the worksite shall be secured against unauthorized entry, the occupants’ belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants’ belongings in the containment area shall be relocated to a safe and secure area outside the containment area or covered with an impermeable covering with all seams and edges taped or otherwise sealed.

#### **U. *Worksite Preparation (24 C.F.R. § 35.1345)***

The worksite shall be prepared to prevent the release of leaded dust and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil, and debris shall be used during the worksite preparation.

A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present, at each main and secondary entryway to a building from which occupants have been relocated, or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 C.F.R. § 1926.62(m), except that it shall be posted irrespective of employees’ lead exposure and, to the extent practicable, provided in the occupants’ primary language.

#### **V. *Specialized Cleaning***

After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are unsuccessful in cleaning up dust-lead hazards, such as a HEPA vacuum or other methods of equivalent efficacy and lead-specific detergents or the equivalent.

#### **W. *Worker Protection***

Prior to the start of any stabilization, demolition and/or renovation work that will impact building components with lead-based paint, the contractor performing the work must have a written respiratory protection program in place (29 C.F.R. § 1910.134), documentation indicating that his or her workers have had medical surveillance, are medically cleared to wear a respirator, and have passed a qualitative fit test.

In accordance with 29 C.F.R. § 1926.62 (Lead in Construction Standard), an initial employee exposure assessment must be conducted (through personal lead air monitoring) during stabilization, renovation and/or demolition activities that will impact building components with lead-based paint. Respiratory protection will be required for each activity until air monitoring may prove exposures are below the Permissible Exposure Limit (PEL).

**X. *Child With an Environmental Intervention Blood Lead Level (24 C.F.R. § 35.1130)***

1. Within 15 business days after being notified by a public health department or other medical health care provider that a child of less than six (6) years of age living in a public housing development has been identified as having an environmental intervention blood lead level (EIBLL), RRHA shall complete a risk assessment of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the dwelling unit. The risk assessment shall be conducted in accordance with 24 C.F.R. § 35.1320(b) and is considered complete when RRHA receives the risk assessment report. These requirements apply regardless of whether the child is or is not still living in the unit when RRHA receives the notification of the environmental intervention blood lead level. These requirements shall not apply if RRHA has conducted a risk assessment of the unit and common areas servicing the unit between the date the child's blood was last sampled and the date when RRHA received the notification of the environmental intervention blood lead level. These requirements shall also not apply if the public health department has already conducted an evaluation of the dwelling unit.
2. After receiving information from a person other than a medical health provider that a child of less than six (6) years of age living in a public housing development may have an environmental intervention blood lead level, RRHA shall immediately verify the information with the public health department or other medical health care provider. If that department or provider verifies that the child has an environmental intervention blood lead level, such verification shall serve as notification, and RRHA shall take the action required in paragraph 1 and 3 of this section.
3. Within 30 days after receiving the report of a risk assessment conducted in accordance with paragraph 1 of this section or the evaluation from the public health department, RRHA shall complete the reduction of lead-based paint hazards identified in the risk assessment in accordance with § 35.1325 or § 35.1330. Hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazard reduction is complete. These requirements do not apply if RRHA, between the date the child's blood was last sampled and the date the RRHA received notification of the environmental intervention blood lead level, already conducted a risk assessment of the unit and common areas servicing the unit and completed reduction of identified lead-based paint hazards.

4. RRHA shall notify residents of any evaluation or hazard reduction activities in accordance with § 35.125.
5. RRHA shall report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 working days of being so notified by any other medical health care professional.
6. RRHA shall also quarterly ask the health department for the names and addresses of EIBLL children and provide the health department with updated addresses of assisted units.
7. RRHA shall also report each known case of a child with an environmental intervention blood lead level to the HUD field office.
8. If the risk assessment conducted pursuant to paragraph 1 of this section identifies lead-based paint hazards and previous evaluations of the building conducted pursuant § 35.1320 did not identify lead-based paint or lead-based paint hazards, RRHA shall conduct a risk assessment of other units of the building in accordance with § 35.1320(b) and shall conduct interim controls of identified hazards in accordance with the schedule provided in § 35.1120(c).

**Y. Lead Hazard Criteria**

**Dust – Federal Thresholds for Lead Contamination (in micrograms per square foot)**

Floors < 40 micrograms per square foot (40 µg/ft<sup>2</sup>) Interior windowsills <250 µg/ft<sup>2</sup>  
 Window troughs (Clearance only) < 400 µg/ft<sup>2</sup>

**Paint -Definition of Lead-Based Paint**

Paint or other surface coatings that contain:

XRF (On-Site Test)	≥ 1.0 milligrams per square centimeter (mg/cm <sup>2</sup> )
AAS (Laboratory)	≥ 0.5 % lead or 5,000 parts per million lead by dry weight
CPSC (1978 law)	≥ 0.06% or 600 ppm of lead (maximum lead concentration for residential paints only)

**Air (OSHA)**

Action Level (AL)	≥ 30 micrograms per cubic meter (µg/m <sup>3</sup> )
Permissible Exposure Limit (PEL)	≥ 50 µg/m <sup>3</sup>

**Soil - Federal Thresholds for Bare Soil Contamination (in micrograms per gram: equivalent to parts per million)**

Play areas used by children under age 6	< 400 µg/gram
Other areas, if more than 9 ft <sup>2</sup> in total area of bare soil per property	< 2,000 µg/gram
Abatement required by HUD	< 5,000 µg/gram

**Waste – EPA (Under RCRA, there are four characteristic tests. The two not shown below are Ignitability and Reactivity. The two types of characteristic tests show below are the types that fail most often.)**

Toxicity (TCLP)	≥ 5 parts per million (PPM) – 7 other metals also
Corrosivity (pH)	< 2.0 pH units or > 12.5 pH units

**Water – (EPA – SDWA)**

Drinking Water	< 15 parts per billion (PPB)
----------------	------------------------------

**Blood**

OSHA (Adult)	< 40 micrograms per deciliter (µg/dl) 2 @ ≥ 50 µg/dl – requires medical removal
CDC (Children/ EIBLL)	≤ blood lead level of 20 µd/dl of whole blood for a single test ≤ blood lead level of 15-19 µg/dl in two tests taken at least three months apart
(Adults)	≤ 25 µg/dl ( <b>recommendation</b> )

**Z. Resources on Lead Based Paint Regulations**

**1. HUD’s Lead Safety Regulation – 24 C.F.R. Part 35**

Requirements for Notification, Evaluation and Reduction of Lead –Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999). [www.usa.gov/](http://www.usa.gov/)

**2. Lead Disclosure Rule**

**3. Lead Safe Housing Rule**

**4. HUD Interpretive Guidance on the Lead Disclosure Rule** (September 21, 2000)

**5. HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards**

[www.hud.gov/offices/lead/lbp/hudguidelines/](http://www.hud.gov/offices/lead/lbp/hudguidelines/)

**6. PIH Guidance on the Lead-Safe Housing Rule and Lead Disclosure Rule for Field Office Staff**

**7. HUD Office of Healthy Homes & Lead Hazard Control (OHHLHC)**

[www.hud.gov/offices/lead](http://www.hud.gov/offices/lead) Regulation hotline: (202) 755-1822, ext. 104

Email: [lead\\_regulations @HUD.gov](mailto:lead_regulations@HUD.gov)

**8. National Lead Information Clearinghouse (NLIC)**To receive information or for questions on lead-based paint and lead regulations (NLIC) 1-800-424-LEAD.

[www.epa.gov/lead/nlic.htm](http://www.epa.gov/lead/nlic.htm) [www.epa.gov/lead/pubs/brochure.htm](http://www.epa.gov/lead/pubs/brochure.htm)

9. **EPA’s Pre-Renovation Education brochure, “The Lead-Based Paint Pre-Renovation Education Rule: A Handbook for Contractors, Property Managers, and Maintenance Personnel”**
10. **PIH website where toolkits, regulations, and other information**  
[www.hud.gov/office/pih](http://www.hud.gov/office/pih)
11. **The National Center for Lead Safe Housing** Implementing HUD’s Lead-Safety Regulation , Internet Guide to the Rule, Model Documents and Specifications Hotline 1 (888) LEADLIST [www.leadssafehousing.org](http://www.leadssafehousing.org)
12. **The U.S. Centers for Disease Control and Prevention’s lead website**  
[www.cdc.gov/nceh/lead](http://www.cdc.gov/nceh/lead)
13. The pamphlet, **Protect Your Family from Lead in Your Home**, EPA #747-K99-001 (English & Spanish) and background materials can be obtained from the National Lead Information Center (NLIC) at (800) 424-5323. A reproducible black & white copy of the pamphlet is available at no cost by calling EPA's Pacific Southwest Regional Office at (415) 947-4164. You may print a copy of the pamphlet from [www.epa.gov/region09/toxic/lead/DisclosureRule.html](http://www.epa.gov/region09/toxic/lead/DisclosureRule.html) . Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512–1800. Refer to the complete title or GPO stock number 055–000– 00507–9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.  
  
**\*Please be advised that Tenant Selection does currently provide this booklet to all applicants upon determining eligibility. The acknowledgement form is placed in the folder that is forwarded from Tenant Selection.**
14. **The National Conference of State Legislature’s website which contains. State lead statutes**  
[www.ncls.org/programs/enviro/health/leadStatutesdb.cfm](http://www.ncls.org/programs/enviro/health/leadStatutesdb.cfm)
15. **The Lead Listing (for HUD)** List companies providing lead services and training opportunities [www.leadlisting.org](http://www.leadlisting.org) 1-888-LEADLIST.
16. **The Environmental Network** List companies providing lead services [www.environmentalnetwork.com](http://www.environmentalnetwork.com)
17. **Public Housing Occupancy Handbook, 7645.1**  
[www.hug.gov/offices/adm/hudclips](http://www.hug.gov/offices/adm/hudclips); [click on forms](#)

## **CHAPTER 15 - TRANSFER POLICY**

### **Purpose**

It is the policy of RRHA to permit a family to transfer from one public housing unit to another under certain conditions and to fulfill operational or regulatory requirements. Transfers will be made without regard to race, color, national origin, sex, religion, familial status, disability, elderliness, sexual orientation, gender identity, military/veteran status or source of funds. Residents can be transferred to accommodate a disability.

Families will not be transferred to a dwelling unit of a size not appropriate for the family in accordance with RRHA's occupancy standards, except to accommodate a disability, or to alleviate hardship of the resident or other undesirable conditions. RRHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

Residents may receive TWO unit offers for Emergency and Reasonable Accommodation Transfers. All other transfer requests will receive ONE unit offer. Refusal of the offer(s), without good cause, will result in lease termination (for mandatory transfers) or removal from the waitlist for all other transfer requests. Property Management may deny transfers in certain contexts when the family is not in good standing with RRHA due to serious or repeated lease violations, with the exception of Emergency and Reasonable Accommodation Transfers. This may include non-payment of rent, housekeeping, history of disturbances, destruction of property, etc.

RRHA will not grant a unit transfer simply to accommodate neighbors who "cannot get along." Activities of a family that impede the rights of others to the peaceful enjoyment of their unit may constitute a lease violation and cause for termination of tenancy.

For purposes of this transfer policy, the "sending development" refers to the unit the family is leaving, and the "receiving development" refers to the unit to which the family is transferring. The "previous unit" refers to the unit from which the family has transferred or will transfer from.

### **A. *The Transferring of Security Deposits***

RRHA will charge the families for any damage to the unit at the sending development if permitted by applicable law.

Security deposits may be transferred from the sending development to the receiving development, at the request of the resident and upon finalization of the ledger. If necessary, RRHA reserves the right to accept payment of a new deposit in installments at the receiving development. Any payment in installments will be handled in accordance with the policy for repayment agreements as outlined in Chapter 18 of this ACOP.

Upon transfer, move-out charges will be posted to the previous unit. The office of the receiving development is responsible for collecting any charges remaining due once the security deposit is applied to move-out charges at the previous unit. The transferring tenant has 30 days to pay the outstanding balance of such charges in full, or to sign a repayment agreement for such charges with the

receiving development . The receiving development will initiate the re-payment agreement and collect payments.

### ***B. Mandatory Transfers***

Mandatory transfers take precedence over all new admissions and all other non-mandatory transfer requests. Mandatory transfers will not be denied because the family is not in good standing with RRHA due to existing lease violations, although the family may be subject to lease enforcement for prior breaches of the Dwelling Lease which occurred at the previous unit prior to the transfer request. Mandatory transfers initiated by RRHA may not be refused by the transferring family unless specifically provided herein, and failure to transfer to another suitable unit may constitute a violation of the Dwelling Lease. Mandatory Transfers may include transfers that are necessary due to changes in family composition. These transfers are subject to availability of a unit of the appropriate location, size, and features.

### ***C. Administrative Transfers***

Administrative Transfers are transfers that are non-emergency in nature and are the result of changes in property designation or certain policy changes implemented by RRHA. Administrative transfers are not mandatory, in that (i) they do not take precedence over mandatory transfers, (ii) can be denied if a family requesting such transfer is not in good standing with RRHA or has breached the terms of their Dwelling Lease at the family's previous unit, and (iii).

### ***D. Emergency Transfers***

Emergency transfers are mandatory in that they take precedence over all non-mandatory transfers and cannot be denied because the requesting family is not in good standing due to prior breaches of the Dwelling Lease. Notwithstanding the foregoing, a family may refuse an emergency transfer based *only* on a family member's status as a victim or witness to criminal activity (paragraphs 4, 5, and 6 herein below).

RRHA may permit a resident to transfer, on a temporary basis, from a former public housing unit undergoing a Rental Assistance Demonstration ("RAD") conversion to a current public housing unit when (i) in accordance with this section, an emergency exists at the resident's RAD unit, (ii) RRHA has a current public housing unit that is vacant and meets the resident's needs, and (iii) RRHA, in its sole discretion, determines that the resident has no other viable temporary relocation options available. Such transfer shall only be for the duration of the emergency condition that necessitated the same.

Grounds for emergency transfer within the meaning of this ACOP include only the following:

1. Destruction of a family's previous unit by fire, or other disasters or other natural or unnatural circumstances which render the previous unit unsafe for occupancy.
  - a. If it was determined that the cause of the fire damage to the previous unit was due to negligence or fault of the family, guest(s), invitee(s), or other occupant(s) then RRHA may terminate the lease.

2. The existence of a major defect or maintenance problem at the family's previous unit that constitutes a serious danger to the health and safety of a family member that cannot be repaired in a reasonable period of time or while the apartment is occupied.
3. A condition exists at the previous unit which causes or exacerbates a life-threatening medical condition of any family member (whether or not such medical condition is a "disability"), and a transfer is necessary to alleviate such medical condition.
4. To protect any family member who is the survivor of domestic violence, dating violence, sexual assault, or stalking, within the meaning of the Violence Against Women Act ("VAWA").
5. To protect any member of a household to which the following criteria apply:
  - a. The family member (i) was the victim of actual or threatened criminal activity that occurred recently and is of a continuing nature; or (ii) the family member was a witness to such criminal activity, and the family member has provided information about such criminal activity to law enforcement agency; and
  - b. Based on a threat assessment, a law enforcement agency or the Public Safety Director may recommend rehousing the family to avoid or minimize a risk of violence, attack, or reprisal against family members related to the family member's exposure to such criminal activity.
6. To protect members of a household who have been victims of one or more hate crimes, and to whom the following criteria apply:
  - a. The family wishes to transfer from the unit because of such crime, or the fear associated with such crime has destroyed the family's peaceful enjoyment of the unit; and
  - b. The hate crime involved occurred recently or is of a continuing nature.
  - c. For the purpose of this subsection only, "hate crime" means actual or threatened physical violence or intimidation that is directed against a person or his property based on the person's actual or perceived race, color, religion, sex, national origin, disability, gender identity, sexual identity, or familial status.

***E. Modernization, Revitalization, Rehabilitation, Disposition or Demolition***

Transfers initiated because a family's current unit is undergoing modernization, revitalization, rehabilitation, disposition, or demolition activity are mandatory and cannot be refused by the family. RRHA will relocate a resident family with reasonable written notice when the public housing unit in which the resident family lives is undergoing major modernization, revitalization, or rehabilitation that



requires the apartment to be vacant, or the unit is being disposed of or demolished.

If an RRHA relocation plan calls for transferring Public Housing families to other Public Housing units, affected resident families will be given reasonable written notice and placed on the Transfer Waiting List.

Notwithstanding any provision of this ACOP to the contrary, the policies of this ACOP applicable to transfers of this kind are subordinate in all respects to any law or HUD-approved relocation plan which is applicable to RRHA's modernization, revitalization, rehabilitation, disposition, or demolition of the family's particular housing unit.

#### ***F. Reasonable Accommodation***

Consistent with its Reasonable Accommodation Procedures (attached hereto as Exhibit #2), RRHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the family's existing apartment. Transfers made in response to a valid reasonable accommodation request are Mandatory Transfers. Families may refuse to transfer to another unit only in accordance with such Reasonable Accommodation Procedures.

Examples of the types of Reasonable Accommodation requests warranting a transfer may include, without limitation:

- a. The need to be in a handicap accessible apartment, a ground floor apartment or an apartment with an accessible path if a household member is unable to climb stairs;
- b. The need to be located near a required medical/treatment facility or to be closer to transportation in order to get to a required medical/treatment facility; or
- c. The need for a unit large enough to house a live-in aide.

1.

#### ***G. Transfers of Non-Disabled Families***

In accordance with the RRHA Reasonable Accommodation Procedures (Exhibit #2) on occupying accessible units, in the event an apartment with disabled-accessible features is occupied by a family that does not require those features, RRHA will initiate a transfer when a disabled resident or applicant requiring the accessible apartment is identified and a non-accessible apartment without accessible features becomes available.

Non-disabled families living in units with accessible features will be given 30 days' notice when a disabled resident or applicant is identified who needs the features in the apartment.

These types of transfers are initiated by RRHA and are mandatory and cannot be refused by the family.

## **H. Transfers Required by Occupancy Standards (“Over-Housed”/“Under-Housed” Families)**

RRHA will transfer resident families when the family’s size or composition has changed such that the family is now either (i) larger than the maximum number of persons permitted in the family’s previous unit in accordance with RRHA’s occupancy standards (e.g., the family is under-housed), or (ii) smaller than the minimum number of persons permitted in the family’s previous unit in accordance with RRHA’s occupancy standards (e.g., the family is over-housed). Occupancy Standards transfers may be initiated by RRHA or the resident. Occupancy Standards transfers are mandatory. Occupancy Standards transfers cannot be refused by the family if the transfer is RRHA-initiated.

### **I. Transfers for Families with Minor Children in Elderly Units**

RRHA will transfer families residing in elderly units (as such term is defined in Chapter 6 of this ACOP) if a minor child is added to that family (e.g., by award to an elderly resident of permanent physical custody over a minor child). Such transfers are mandatory and may not be refused by the resident.

### **J. Designated Housing Voluntary Transfers**

Families living in a building that is designated for a different family type (i.e., an elderly family living in a building designated for non-elderly disabled families) may request a transfer to a building that is designated for their family type. Such transfers are administrative and not mandatory.

### **K. Hierarchy of Transfers**

On an annual basis, RRHA will review its current occupancy goals and objectives and based on that review, establish a ratio of new admissions to transfers. The established ratio of new admissions to transfers will be five (5) to one (1), meaning for every five (5) new admissions there will be one (1) transfer. This ratio does not apply to mandatory or emergency transfers.

Within each category of transfers, requests will be processed in order of the date and time the resident transfer request was made to RRHA.

### **L. Verification of Resident-Initiated Transfers**

Residents are required to provide reliable documentation of the reason for a resident-initiated transfer. If verification for the reason for transfer is not provided, the request for transfer will be denied. Such verifications may include the following:

1. Third party verification from a healthcare provider verifying the need for the transfer based on the disability of a member of the household.
2. Medical reports
3. Proof of familial relationship or custody.
4. Divorce decree.
5. Change in family composition.
6. Any other verifications RRHA may require on a case-by-case basis.

### ***M. Verification of RRHA-Initiated Transfers***

RRHA will include documentation in the resident file verifying agency-initiated transfers. Such documentation may include the following, without limitation:

1. [UPCSNSPIRE](#) Inspection reports
2. Fire department reports
3. Demolition/disposition application filed with HUD; and
4. Schedule of work identifying units to be addressed.

### ***N. Transfer Screening/Good Standing Criteria***

Resident households who have requested transfers (other than mandatory transfers) will undergo screening to determine if the household is in “good standing”. Households must be in “good standing” in order to be placed on the transfer wait list, unless RRHA waives this requirement. RRHA may waive the “good standing” requirement when it determines that the transfer is essential. Emergency transfers may be initiated prior to the completion of the good standing determination, if applicable.

In order to be determined a resident in “**good standing**”, the household must:

1. Have been current on rent without an unpaid balance at any time in the 12 months prior to the request for transfer.
2. Have been compliant under any repayment agreement that was initiated prior to the transfer request.
3. Have been compliant with the terms of the Dwelling Lease and any additional terms required to be added to the lease by Federal law.
4. Not have committed a documented Dwelling Lease violation; provided, however, that only lease violations that occurred within the last 12 months from the date of transfer request will be considered for this purpose. Violations older than 12 months from the date of transfer request will be considered only if the violations are repeated or serious in nature. Violations of the lease must be documented by notices of lease violations and filed in the residents’ folder.
5. Not have any housekeeping violations, including the destruction, defacement, damage, or removal of any part of a unit or development as documented by housekeeping inspection reports, counseling sessions, or work order reports.

### ***O. Processing Transfers***

RRHA’s will maintain a centralized Transfer Waiting List to ensure that transfers are processed in the correct order and that procedures are uniform across all developments. The list will be maintained in cooperation with the Property Manager and/or their designee to achieve the following goals:

1. Resident initiated transfer requests should be submitted to the Management Office.
2. Requests submitted without the appropriate documentation to justify the request will be denied.
3. The transfer request date will be the date the request was received in the Management Office (or initiated by RRHA, if RRHA-initiated). Transfers are

placed on the waiting lists by the approved date. Transfers may be made within the development or between developments.

4. In the case of resident-initiated requests, residents will be notified in writing of RRHA's decision concerning the transfer request—e.g., approved, disapproved, or further review required.
5. Resident families must wait one year after initial lease-up before requesting a transfer, except for mandatory transfers.
6. Denial of mandatory transfers, other than Emergency and Modernization, Revitalization, Rehabilitation, Disposition or Demolition transfers, are subject to the Grievance Procedure. The transfer process will not be completed until either the time to request a grievance has expired or the grievance procedure has been completed.

#### ***P. Apartment Offers***

RRHA will make an apartment offer when the resident's name comes to the top of the Transfer Wait List, the resident's transfer request has been approved, and RRHA has an available unit of appropriate size and type. The resident will receive one offer of a transfer. Where the transfer has been requested by the resident (resident-initiated), families who refuse the unit offer must sign a transfer refusal form which will be filed in their folder. Refusal of an offer will result in the removal of the household from the Transfer Wait List, and the family must wait one year before submitting another request (except for mandatory transfers). The resident with the earliest date of transfer request on file will receive priority for the available units.

For transfers which are RRHA-initiated and cannot be refused by the tenant, refusal of an apartment offer without good cause will result in lease termination. (See "Good Cause Refusals" below)

#### ***Q. Good Cause Refusal of Apartment Offers***

A family may refuse an offer of unit transfer (including mandatory transfers) if the family demonstrates good cause for the refusal. Good cause for refusal of an apartment offer includes only the following:

1. The offered unit is inaccessible to any adult family member's place of employment, education job training, children's day care, or an educational program for children with disabilities. The family must demonstrate that accepting the apartment 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.
2. A member of the family is temporarily hospitalized or recovering from illness, as verified by a healthcare professional. The hospitalization or recovery from illness must pertain to the principal household member, other household members (as confirmed during the processing of the transfer for placement on the Wait List), or a live-in aide necessary to the care of the principal household member.

3. The offered apartment is inappropriate for the resident family's disability.
4. The family does not need any disabled-accessible features in the apartment offered, and the family does not want to be subject to a 30-day notice to move if a family later requires those features.
5. The offered unit is in such a location that travel to and from the doctor at the new unit would create a hardship for any elderly or disabled family member.
6. Other good cause which RRHA may accept in its sole discretion.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause without proper verification, which indicates that there is a legitimate need for resources provided by the child's current school, and the minor child could not receive these resources elsewhere. RRHA will require verification for all good cause apartment refusals.

#### **R. Cost of Transfers**

RRHA will pay the reasonable cost of transfers for approved reasonable accommodation requests, including payment of moving costs, fees, and expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability unless accommodation will result in a fundamental alteration in the nature of RRHA's programs or undue financial and administrative burden.

RRHA will pay moving costs of all emergency transfers, except for emergency transfers necessitated by damage to the previous unit which was caused by a family member or guest or invitee thereof.

For RRHA-initiated transfers based on modernization, revitalization, rehabilitation, disposition, or demolition activity at the previous unit, costs for the transfer will be paid in accordance with the RRHA relocation plan or other law applicable to the modernization, revitalization, rehabilitation, disposition, or demolition activity.

Families will pay transfer costs for all other transfers.

#### **S. Transfer Processing Request Form**

Residents applying for a transfer will submit a **Transfer Request Form** to their Property Manager stating the reason for any resident-initiated transfer request. These forms will be available in the Management Office. Forms are not to be submitted for possible future events, such as the birth of a child or the potential addition of a live-in aide. The Transfer Request Form will also be used to document requests initiated by the RRHA.

1. The Property Manager or their designee will evaluate the request once all proper verification has been obtained to determine if a transfer is approvable.
2. If the interview/verification process reveals that there is a lease-related problem at the family's present site, and RRHA may refuse the transfer request based on the family's good standing, the transfer will not be approved.
3. All transfer requests must be forwarded to the appropriate department in a timely manner with the appropriate documentation attached. This will assure proper placement on the transfer list.

4. If proper documentation cannot be obtained within 30 business days of the original request, a new request must be submitted, which will be placed at the bottom of the Transfer Waiting List for the applicable transfer category.
5. The approved transfer request form will be kept in a file. The transfer list file should be arranged by transfer category, by rank order of date and time of the request, and by unit size and type requested.

If the request is approved, the Property Manager or their designee will send the family a Transfer List Notification stating that their name has been placed on the transfer list for the reason and unit size/type needed.

If the request is denied, the Property Manager or their designee will send the family a Transfer List Notification stating the reason for denial. If the refusal is grievable, RRHA will offer the family an opportunity for an informal conference if they disagree with the decision. The denial notification will be placed in the tenant's file.

The receiving development may request the resident's file for review prior to making a decision on the requested transfer.

#### ***T. Unit Offer Acceptance or Refusal***

The Property Manager will:

1. Contact the requesting resident by written notification hand-delivered to the resident's current unit.
2. Notify the resident of the date that the pre-transfer inspection will take place. No transfers will be approved until a pre-transfer inspection is performed.
3. If the pre-transfer inspection is unsatisfactory, the Property Manager will disapprove of the transfer requests and will take appropriate administrative action for any lease violation regarding poor house-keeping or poor maintenance of the unit. Exceptions will be made for emergency transfers and mandatory transfers initiated by RRHA.
4. If the pre-transfer inspection is satisfactory, the Property Manager will schedule an appointment to show the requesting family the transfer unit within three (3) business days from the date the offer is accepted.

The Requesting Resident:

1. Will receive one offer of a transfer. The offer will state the date the unit will be ready for leasing.
2. Must accept or reject the offer within (3) three business days of the date of the offer, or otherwise refuse the offer for good cause.
3. May not refuse a unit offer made pursuant to a mandatory transfer which cannot be refused by the resident, and failure to accept the offered unit without good cause will be grounds for termination of the lease.
8. May refuse unit offers made pursuant to reasonable accommodations requests only in accordance with RRHA's Reasonable Accommodation Procedures, attached hereto as Exhibit #2.

9. Must accept or reject the offered unit in the time designated or the transfer request will be rescinded, and the tenant will be required to submit a new transfer request to the Management Office.
10. May assert that the family is willing to accept the unit offered but is unable to take occupancy at the time of the offer for good cause, in which case the transfer request will be placed back on the transfer wait list by the date of the refusal, not the original approved date.
11. Must return the keys from the "old unit" to the Management Office within (5) five business days of signing the new lease. Once the resident signs a new lease and receives keys to the unit, a pro-rated rent will be charged for the new unit. The resident will be charged rent for both units until the keys are returned to the former Management Office.
12. Must return the unit and other assigned areas to RRHA in good, clean condition. The resident must remove all personal belongings from the previous unit, and it must be "broom swept" clean. The resident will be charged for any damages beyond normal wear and tear, or for any cleaning or trash removal. Repayment agreements may be offered for these charges.

Formatted: Font color: Red

A Transfer Move out Inspection form will be completed on all vacated units where tenants move out due to transfer.

#### **U. Processing in and Out of Developments**

A transfer will require good coordination and communication between the "receiving" and "sending" developments. Both sending and receiving developments involved must have a definite agreement as to when the receiving development will "transfer" the resident. A transfer between developments will not be considered a move-out. There will be no lapse between move-out and move-in. Effective dates must not overlap, nor may both developments carry the resident on their books at the same time. The resident's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time. The resident transferred between public housing developments does not have to undergo additional admission eligibility requirements pertaining to income or preference.

#### **V. Rent Adjustments**

RRHA will notify the resident of any rent change necessitated by the transfer in writing. The rent may be pro-rated as outlined in the Lease Agreement.

#### **W. Reexamination Date**

At RRHA's discretion, the transferring family's next annual reexamination date may be changed will change to the 1<sup>st</sup> of month, the new lease date to reflect the date that the lease was signed at the receiving development. The receiving development will be required to complete a new reexamination for all transfers with HUD's regulations. {24 C.F.R. § 966.4(d)}

Formatted: Superscript

#### **X. Transferring Family's File**

The sending development will send the family's folder to the receiving development within five (5) business days of receiving notification that the family has accepted the unit. The receiving development may not lease up the family without possession of the family's folder.

**Y. *Site-Based Requirements***

RRHA may establish unique site-based requirements for certain public housing communities. If established, transfers to properties of this nature will be handled in accordance with the procedures outlined above for incentive transfers, and residents must comply with any site-specific residency requirements established for the property.

DRAFT



## **CHAPTER 16 RELOCATION POLICY**

### **Purpose**

The objective of this chapter is to provide overall guidance for directing the relocation of RRHA public housing residents and other individuals or entities in conjunction with development activities. This relocation plan does not describe or contemplate the relocation needs of non-public housing residents or entities that may occupy space in or near Creighton Court.

All public housing residents must be relocated in a nondiscriminatory manner, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender. Each public housing household being relocated must be offered comparable housing that meets Housing Quality Standards ("HQS") and is in an area that is generally not less desirable than the location from which they are being relocated. If persons with disabilities are displaced from a unit with structural modifications/reasonable accommodations, comparable housing should be offered with similar structural modifications/reasonable accommodations.

The provisions of this Chapter are expressly subordinate in all respects to all applicable law which relates to the relocation of public housing residents and other entities due to RRHA's real estate redevelopment and disposition activities. Further, as to any RRHA public housing unit subject to an application for disposition or demolition made to HUD in accordance with 24 C.F.R., Part 970, this Chapter is expressly subordinate to such regulations as well as to any relocation plan submitted to and approved by HUD in relation to such application.

This Relocation Plan is general in nature, and, as to any RRHA development project, may be superseded by any project-specific relocation plan duly adopted by RRHA, as well by any Bill of Rights or other agreement negotiated with representatives of the households or entities to be impacted by the particular development project.

For the purpose of this ACOP, the term "displaced" is used for convenience only and shall not be construed as coterminous with the same or similar terms of art defined in any statute or regulation (including, without limitation, the Uniform Relocation Act) unless such definition is expressly referenced herein.

### **A. Relocation Plan**

The Richmond Redevelopment and Housing Authority expects to undertake major redevelopment projects in the future that may include partial or complete demolition or disposition of existing public housing sites, the acquisition and demolition of non-public housing sites, and a range of other acquisition and development activities that may require the relocation of either households or businesses. RRHA has important legal obligations to relocate occupants of affected developments and RRHA's relocation efforts seek to minimize the hardship of relocation and displacement.

This Relocation Plan Guide contains RRHA's rules and policies for relocation and re-occupancy for displaced individuals from both public housing and non-public housing sites. This plan will serve as a working guide for the agency. RRHA may also use this plan as a working guide for the development of policies related to capital improvement projects for major systems upgrading, unit reconfiguration, substantial modernization, or rehabilitation that it may undertake at public housing units. While the transfer policy within this document will cover most moves that are required for projects of this type, RRHA will use this guide as a reference for handling temporary or permanent moves that may, due to their duration, invoke rights established under the federal requirements discussed below. This plan is generic in nature and is not specific to any single redevelopment site. As RRHA undertakes individual site relocation, RRHA may amend this agency-wide plan to include more specific project information on a project-by-project basis. These amendments may include.

- a project-specific development phasing schedule,
- a relocation schedule,
- a project-specific budget, and
- other clarifications that may be necessary, pursuant to funding and other project requirements.

RRHA staff and public housing residents, and other stakeholders have provided guidance in the development of this plan.

While RRHA tried to anticipate most issues and to answer them in this plan, it may need to revise this plan as to any project as changes appear necessary or useful. Unexpected questions and problems will no doubt arise. As RRHA makes revisions or additions and as it implements this plan, RRHA will use the following principles and factors (without limitation) to guide its decisions:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
2. Section 104(d) of the Housing and Community Development Act of 1974,
3. Section 18 of the Housing Act of 1937.
4. Rental Assistance Demonstration (RAD) program
5. HOPE VI relocation guidelines if HOPE VI funds are utilized.
6. The welfare of impacted public housing residents, and the budget limits on RRHA's resources.

#### ***B. Federal Requirement for Relocation***

The four regulatory requirements that cover relocation and acquisition in U.S. Department of Housing and Urban Development (HUD) programs are:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).
2. Section 18 of the United States Housing Act of 1937.
3. Section 104(d) of the Housing and Community Development Act of 1974 (104d); and
4. The Rental Assistance Demonstration Program ("RAD").

The URA protects all persons who are displaced by a federally assisted project, regardless of their income. Section 18 protects all public housing residents who

are displaced because of public housing redevelopment. Section 104(d) relocation requirements are generally applied through program implementation in the Community Development Block Grant (CDBG), HOME, and Urban Development Action Grant (UDAG) programs, and apply only to those displaced households who are low-income (defined as households with incomes below 80 percent of area median income – a formula used by the federal government to determine families' incomes in each area). RAD applies to any person residing in a public housing community undergoing a RAD conversion (a "Converting Project") who is legally on a public housing lease at the Covered Project, has submitted an application to be added to an existing lease, or is otherwise in lawful occupancy at the time of the issuance of the Commitment to enter into a Housing Assistance Payment agreement (a "CHAP"), and at any time thereafter until conversion of assistance of the Converting Project is completed under RAD. The type of relocation assistance that is provided under the URA, Section 18, and 104(d) varies and is described in this Relocation Plan.

Certain RRHA development projects may trigger relocation obligations under two or more of these programs simultaneously. In such a case, RRHA will observe the program requirement which grants impacted families the highest level of assistance.

### ***C. Goals of Relocation***

RRHA'S primary goal for relocation is to ensure that all families who are required to move due to RRHA's real estate acquisition, demolition or redevelopment activity be treated fairly, are relocated responsibly, and have access to relocation and transition supports to ensure a successful move and stable housing in the long-term. RRHA's relocation plan is guided by the following principles:

1. Seek out and incorporate the views and preferences of impacted residents.
2. Provide families and individuals with a choice of a comparable replacement dwelling in accordance with HUD regulations and other applicable law.
3. Ensure that as many families and individuals as possible will not be involuntarily required to relocate multiple times.
4. Ensure that school-age children's education is minimally disrupted by the relocation process; and
5. Provide individuals and families with transitional and mobility counseling and supportive services both before and after their relocation and ensure that all individuals and families have access to information about supportive services.

### ***D. Resident Employment Opportunities***

The RRHA Section 3 Plan identifies Section 3 goals to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is provided for housing or community development, economic opportunities must be given to residents and businesses in the area, to the greatest extent feasible. These opportunities are targeted toward low and very low-income persons who live in the area receiving HUD assistance.

## ***I. Eligibility for Relocation Assistance***

The following residents are generally eligible for relocation assistance:

### ***A. Eligible Residents***

Generally, only residents who are living at the real estate project site and receive a **Notice of Eligibility for Relocation Assistance** (attached hereto as Exhibit #5) are eligible for relocation assistance. This notice is sent upon HUD's approval of the RRHA's Inventory Removal (demolition) application, or other triggering event. The date for this notice will be at least **6 months** prior to scheduled demolition. Residents who receive such notice will be presumptively eligible for relocation assistance from RRHA.

RRHA may send an "Early Notice of Eligibility" for Relocation Assistance in order to start relocation earlier. However, early moves are generally voluntary on the part of residents. Any resident that receives the "Early Notice of Eligibility" is presumptively eligible for relocation assistance, even though the Notice will arrive before the approval of the Inventory Removal, Revitalization Plan, or other triggering event.

### **B. Non-Eligible Residents**

Residents are ineligible for relocation assistance in the following circumstances:

#### **1. Evicted Households**

A household will lose its right to relocation assistance and to priority status for re-occupancy at the new site if, at any time before the household's actual relocation from the project site, the tenant is evicted for violating the lease or for other misconduct, including failure to pay rent. However, an eviction required by the project and not generally premised on unrelated breaches of a lease will not result in the loss of relocation assistance. For example, a resident will not lose relocation assistance if he or she is evicted for failure to cooperate with the vacate notice, forcing RRHA to use the eviction process to relocate the resident. RRHA will review each eviction on a case-by-case basis to determine its effect on relocation assistance.

If a termination notice for lease violations or other misconduct is pending at the time of relocation, the outcome of the eviction process will determine the household's eligibility for relocation assistance. If RRHA terminates the tenancy through eviction, the household may lose its right to relocation assistance. If RRHA withdraws the termination notice, or a judgment for possession is not awarded upon the filing of an Unlawful Detainer, the household will receive relocation assistance. RRHA may delay any relocation assistance pending the outcome of ongoing lease enforcement procedures.

#### **2. Undocumented Immigrants**

a. Persons who are not lawfully in the United States are not eligible for relocation assistance. RRHA will request a certification that each household member is either a citizen or national of the United States or an alien who is lawfully present in the United States. The head of household must sign for all household members. Adult household members may also certify for themselves.

b. RRHA will consider the certification to be adequate evidence of lawful residence unless it has good reason to believe that the certification is untrue. In that event, RRHA will require adequate evidence of lawful residency.

- c. If a household member is not eligible for relocation assistance under this section, RRHA will prorate relocation assistance to the household by counting only those members who are lawful residents of the country.
- d. Hardship Exception: RRHA may count an unlawful resident as a member of the household for relocation purposes only if the household can demonstrate to RRHA's satisfaction that his or her exclusion would cause exceptional and unusual hardship to his or her spouse, parent or child who is a lawful resident. See below for a definition of this hardship.

### **C. Split Households**

RRHA may permit households to split into two or more households upon relocation, at the discretion of RRHA. A split household results when a single household with more than one adult separates and forms two or more smaller households. If this happens during relocation, RRHA will provide only one relocation payment/resource per household which existed prior to the split:

1. Moving Costs: RRHA will offer one moving cost payment (See Section III) to split households as follows: RRHA will identify that household which includes the head of the original household. It will do this by referring to the most recent lease in place at the time of relocation, if such a document is available to RRHA. RRHA will offer moving cost payment to the household containing the original head of household. There will be only one moving cost payment, which households can prorate for splitting households as they see fit.
2. Replacement Housing and Replacement Housing Payment: RRHA will offer any replacement housing options and replacement housing payments under Section III of this Plan to split households as follows: RRHA will offer the replacement housing and the replacement housing payment to the household containing the original head of household, as determined in the manner described in the previous paragraph. Under special conditions, RRHA may elect to offer a voucher, if available, to one of the split households, and one RRHA public housing unit, if available, to another of the split households, if such are considered valid replacement housing options under applicable law.
3. Help with Counseling and Coordination with Case Management: RRHA will provide all households with case management, transition, and supportive services as set forth Section III of this Plan.
4. Hardship Exception: RRHA may extend additional relocation assistance to split households only as necessary to avoid exceptional and unusual hardship. See below for a definition of hardship.

### **D. Unauthorized Residents**

Residents will not be considered members of the household if they are not on the lease and if they cannot be added to the lease (in accordance with this ACOP) prior to relocation, except in cases of "exceptional hardship". In these hardship cases, such members will be considered as a member of the household in RRHA's offer of comparable relocation housing options (and for no other purpose). However, RRHA will only add such persons to the lease, and will include them in the relocation assistance without penalty, if:

1. The unauthorized person is otherwise eligible for public housing; and
2. The unauthorized person passes RRHA's normal tenant selection criteria.

### ***E. Hardship Exception***

RRHA may make an exception to provide relocation assistance to a person who is otherwise ineligible for the purpose of avoiding an exceptional and extremely unusual hardship defined as follows:

1. A significant and demonstrable adverse impact on the health or safety of a spouse, parent, or child; or
2. A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member.
3. The need to separate an existing household to protect any household member from domestic violence, as verified by a current protection order; or
4. Any other impact that the displacing agency determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

The loss of income or housing assistance alone would not make denial of benefits an "exceptional and extremely unusual hardship."

## ***II. Relocation Benefits***

### ***A. Summary of Benefits***

Relocation benefits for eligible households are generally based on the household's income level, the cause of their displacement, and length of residency in the residence from which the household must be relocated, as well as the specific program under which RRHA is engaging in the development activity. Relocation benefits under the various programs are described generally as follows:

1. URA benefits: URA relocation provisions apply if displacement of the household is the direct result of acquisition, rehabilitation, or demolition under a federally funded project, including projects funded under HOPE VI; Capital Fund acquisition, rehabilitation, or demolition; and Section 32 homeownership. Eligible persons of all income levels are eligible for URA assistance, regardless of whether displacement is due to rehabilitation, demolition, or acquisition activities. Residents who are living in private market housing at the time of an eligible acquisition of such housing by RRHA are entitled to URA benefits.
2. Section 18 benefits: Residents living in public housing are entitled to benefits under Section 18 if the displacement is due to a Section 18 demolition, disposition, or inventory removal, or HOPE VI disposition and demolition grants without a revitalization plan.
3. 104(d) benefits: 104(d) provides additional benefits to low-income persons (defined as income less than 80% of the area median income) who are displaced due to rehabilitation or demolition activities funded by certain HUD programs, including the Community Development Block Grant, the HOME Investments Partnership Program, the Urban Development Action

Grant Program, and the Neighborhood Stabilization Program. Unlike URA assistance, 104(d) assistance is available only to persons displaced because of rehabilitation or demolition activities (i.e., persons relocated due to acquisition are not eligible for 104(d) assistance). Low-income persons displaced due to rehabilitation demolition covered under 104(d) are eligible for this assistance regardless of the amount of rent they pay for their unit.

4. RAD benefits: Eligibility for specific protections under RAD applies to any person residing in a Converting Project who is legally on the public housing lease, has submitted an application to be added to an existing lease, or is otherwise in lawful occupancy at the time of the issuance of the CHAP, and at any time thereafter until conversion of assistance under RAD. All such residents of a Converting Project have a guaranteed right to return to the converted project and are eligible for relocation protections and assistance until return to the converted project.

URA, Section 18, 104(d), and RAD benefits are offered by the federal government for the purpose of providing fair and equitable protection to people who are displaced by projects that are designed to benefit the public as a whole. These benefits are intended to make the moving process as smooth as possible, cover the cost of moving expenses, and provide affordable housing for a given timeframe (timeframe varies with type of assistance). Types of assistance provided under URA, Section 18 and 104(d) benefits generally include:

1. Advisory services – Services include receipt of timely notices, explanation of available assistance, referrals to comparable housing, and referrals to social services.
2. Moving costs – Resident may choose either payment for actual moving and related expenses, or an alternative lump-sum allowance based on a Department of Transportation schedule.
3. Replacement Housing Payments – Payments to cover the cost of replacement housing in excess of costs the household paid for the housing from which they were relocated. Such assistance may take the form of cash, or of rental assistance provided by a Section 8 Housing Choice voucher or public housing unit.

The following tables outline with greater specific the kinds of assistance which may be available to households under the various development programs.

Subject	Section 104(d)	URA	Section 18
<b>Eligibility for Assistance</b>			
Income Requirements	Only persons with incomes below 80% of Area Median Income (AMI) are assisted.	Displaced persons of all incomes are eligible.	Displaced persons of all incomes living in public housing are eligible.
Individual displaced by rehabilitation activities	Displaced persons are eligible only if the market rent (including utilities) of the unit before rehab did not exceed the Section 8	Displaced persons are eligible for assistance regardless of pre- and post-rehabilitation	Displaced persons are eligible for assistance regardless of pre- and post-rehabilitation

	Existing Housing Fair Market Rent (FMR) and the market rent after rehab was above the FMR.	rents.	rents.
Individual displaced by demolition	Displaced person eligible regardless of the pre-demolition rent.	Displaced person eligible regardless of the pre-demolition rent.	Displaced person eligible regardless of the pre-demolition rent.
Individual displaced by acquisition only	Displaced person is not eligible.	Displaced person is eligible.	Displaced person is not eligible.

Subject	Section 104(d)	URA	Section 18
<b>Amount of Assistance Provided</b>			
Rental Assistance Term	60 months	42 months	42 months
Replacement Housing Payment	Amount needed to reduce new rent/utility costs to Total Tenant Payment.	Amount needed to reduce new rent/utility costs to the lower of old rent/utility costs or 30% of gross monthly income	Provide comparable housing which may be tenant-based assistance (voucher), tenant-based assistance, public housing unit.
Use of Section 8 Rental Assistance	If Section 8 assistance and suitable referrals are offered, displaced person cannot insist on cash replacement housing payment.	Displaced person has the right to a cash replacement housing payment but may accept Section 8 assistance (or a public housing unit) if it is offered.	If available and offered. No guaranteed right



Other Assistance	Assistance includes security deposit for replacement dwelling.	Assistance does not include security deposit, but PHA may provide in its discretion.	Assistance does not include security deposit, but PHA may provide in its discretion.
Homeownership Assistance	Limited to a cooperative or mutual housing and based on present (discounted) value of 60 monthly rental payments.	Not limited to cooperative or mutual housing. Payment equals 42 x monthly rental payment (i.e., is not discounted).	Not limited to cooperative or mutual housing. Payment equals 42 x monthly rental payment (i.e., is not discounted).
Moving and Related Expenses	Person may choose either: <ul style="list-style-type: none"> <li>• Payment for actual moving and related expenses; or</li> <li>• Alternative allowance based on DOT Schedule</li> </ul>	Person may choose either: <ul style="list-style-type: none"> <li>• Payment for actual moving and related expenses; or</li> <li>• Alternative allowance based on DOT Schedule</li> </ul>	Payment for actual moving and related expenses.

**B. Replacement Housing**

Depending on the program under which the RRHA development activity is being performed, RRHA may offer one or more of the following types of replacement units to each eligible household:

1. another public housing unit elsewhere in Richmond; or
2. if available, a Housing Choice (Section 8) voucher for a privately-owned unit; or
3. if available, Project Based voucher units; or
4. if available, Tenant Protection Voucher.

While RRHA will attempt to accommodate the household's preference, RRHA cannot guarantee a specific type of unit to any household. Established RRHA priorities will be used when more households want a given type of unit than there are units or vouchers available.

Tenant Protection Vouchers may be project-based at a specific housing site in RRHA's discretion, in accordance with applicable law.

**C. Definition of "Comparable" Unit**

Families displaced by RRHA development projects may be eligible for assistance in finding or paying for comparable housing. For this purpose, "comparable" means a unit that is:

1. Decent, safe, and sanitary. This means that it will meet HUD's [Uniform Physical Condition Standards \(UPCS\)](#)/[National Standards of Physical Inspection of Real Estate \(NSPIRE\)](#).

2. Functionally equivalent and equal to or better than the resident's existing unit. The replacement unit should be appropriately sized according to the number and age of household members eligible for assistance. The new unit does not have to be exactly the same in all features, such as the story of a building, yard size, number of windows, etc.
3. Available to rent (or purchase, if RRHA has acquired a residence which is owned, and not rented, by the displaced family).
4. Affordable at resident's income.
5. Reasonably accessible to resident's place of employment.
6. Generally, as well-positioned as the existing unit to public and commercial services, such as schools and shopping.
7. Not subject to worse pollution or noise than the existing unit.
8. Available to all persons regardless of race, religion, national origin, sex, disability, or familial status.

**D. Household Freedom of Choice**

A household is not obliged to accept RRHA's offer of replacement housing. The household may choose to move to a unit or location of its choice. If RRHA finds that the alternative unit proposed by the household is comparable to the household's existing unit within the meaning of this ACOP and applicable law, then RRHA is obliged to pay for that household's move to that unit. If the household elects to move to a unit that will increase its housing costs and the RRHA has offered a unit that does not increase its housing costs, the household would be responsible for the difference in cost at its self-selected unit.

**E. Calculating Benefits**

RRHA will utilize HUD Claim forms for calculating moving costs and related expenses and for calculating replacement housing payments (RHP) for displaced renters and homeowners. At the time a comparable unit is identified, the Relocation Specialist will use the applicable form to do a preliminary calculation of the estimated total financial benefits for which the household may be eligible. Each household will need this information prior to their search for a new home, so that they can know what they will be able to afford in terms of new housing. Once the household has relocated to the replacement home (or at the closing table), the calculations will be finalized, and benefits will be issued.

**F. Replacement Housing Payment (RHP)**

Calculation of RHP

1. When it sends the Notice of Eligibility, RRHA will calculate the difference, if any, between the monthly amount of money each household was then paying at the existing unit for rent and utilities and the monthly amount of money it would cost that household to rent an available comparable unit. This amount is considered a cap for later relocation costs. The amount of this payment is determined by subtracting the lesser of (1) the average monthly cost for rent and utilities at the displacement dwelling, or (2) thirty percent of the person's average gross household income, from the monthly rent and estimated average monthly cost of utilities for the comparable replacement dwelling selected by RRHA. This amount will be multiplied by 42 months (or 60 if

104(d) eligible) to determine the RHP maximum for which the displaced household is eligible.

2. RRHA will disburse all RHPs in at least two (2) installment payments. RRHA will not pay RHPs in one lump sum amount.
3. When it sends the 90-Day Notice, RRHA will identify the address of the comparable unit that it used for making this calculation.
4. For displaced households that are eligible for RHPs, RRHA will calculate the actual amount of the RHP based on the actual unit the household rents and occupies, as limited by the maximum RHP determined by the replacement unit RRHA has determined as being most comparable.
5. Down payment Assistance Payment—displaced tenants who are eligible for a RHP are entitled to use their RHP as a down payment if they choose to purchase a replacement dwelling in lieu of renting a replacement dwelling. The amount of the payment is limited to the same amount of the RHP the person would have received if they rented and occupied a replacement dwelling.

#### ***G. Vesting of RHP***

The amount of the RHP will "vest" at the time of the relocation. It will not change up or down for any reason. For example, the household will not receive more money if its landlord later raises the rent, if the household moves to a more expensive unit, or if the household's income changes.

#### ***H. Most RHPs Will Be Zero***

In many cases RHP will be zero. This is because for public housing residents, RRHA will be offering two (2) types of replacement housing, neither of which will cost the household any more than it paid at the existing public housing development: (i) housing assisted with a Housing Choice (Section 8) voucher or (ii) another public housing unit in Richmond. However, an increase solely in the cost of utilities from the displacement dwelling to the comparable replacement dwelling would establish an RHP. This amount would be calculated based on a 42-month (or 60 if 104(d) eligible) period.

A household who experiences no increase in housing expenses for the cost of rent and utilities "vests" with an RHP of zero. Thus, if that household later loses its Housing Choice (Section 8) voucher or public housing unit because of its own misconduct, it will have no right to any further replacement housing assistance. Households that receive a Housing Choice (Section 8) voucher or another public housing unit and that decide not to return to the newly developed site may retain their voucher or public housing unit beyond the 42 or 60 months. They may keep this housing as long as they remain eligible for it.

#### ***I. Private Market Renters and Owners***

For the residents in privately held properties that are acquired by RRHA, residents have the option of purchasing a replacement home, whether the family is currently a homeowner or renter.

1. Homeowners who buy a replacement unit: RHP is calculated as the difference between the acquisition price (FMV) and the cost of the comparable house (or cost of replacement house, if it is less expense than the comparable house); plus, any mortgage interest differential and typical

closing costs. The RHP is in addition to the Fair Market Value of the current property to be paid to the family upon acquisition of the original residence, as determined by RRHA.

2. Homeowners who choose to rent: RHP is calculated two ways; by determining the economic rent of the displaced family's current home and establishing a rental RHP (in the same manner as renters who choose to rent replacement housing upon relocation), except such rental RHP shall not exceed the RHP the family may have received had the family elected to purchase, rather than rent, a replacement dwelling.
3. Eligible residents will be offered Section 8 vouchers (if available) or a public housing unit, (if permitted by applicable law), or a replacement housing payment.
4. Renters who continue to rent:
  - a. Eligible renter households with incomes above 80% AMI will receive a Replacement Housing Payment to cover the difference between (i) rent (and utilities) for a comparable replacement rental, and (ii) the family's current base monthly rent (and utilities). The total cash payment is based on 42 or 60 months and is issued in quarterly installments.
  - b. Eligible renter households with incomes below 80% AMI will be offered a choice of a Section 8 voucher, a public housing unit, or the full 42 or (60-month 104(d) benefit) of a Replacement Housing Payment (calculated as 30% of the renter's adjusted monthly income).
5. Renters who buy a home: RHP is calculated in the same manner as the RHP which the renter-family would receive if they rented, rather than purchased, a replacement housing unit. Under the URA, the total value of this payment is available at closing as down payment assistance; under 104(d), a portion of the rental payment is available at closing as down payment assistance.
6. For households that choose a Section 8 voucher, RRHA will provide assistance in finding rental units that accept vouchers.

#### **J. Examples of RHP Calculations**

1. Flat Rent Households: Some public housing families pay a flat rent. Housing available to them on the Housing Choice (Section 8) Voucher Program may require them to pay a tenant share of the rent that is higher than the flat rent they paid at a public housing unit. In this case, RRHA will pay a RHP that is equal to the difference. RRHA will pay this by adding it to its share of the rent paid directly to the landlord under the Section 8 HAP contract.
2. Earned Income Disregard: Some public housing families pay a reduced rent based on the disregard of certain earned income under the Earned Income Disallowance program. Their share of the rent under the Housing Choice (Section 8) Voucher Program may be higher because that Program does not offer the same earned income disregard. In such a case, RRHA will pay an RHP that is equal to the difference between what the household pays as its TTP under the Housing Choice (Section 8) Voucher Program and what it previously paid in public housing.

3. Over Income for Housing Choice (Section 8) Voucher: A household may have an income that is too high for it to benefit from a Housing Choice (Section 8) voucher, which may be worth zero since the tenant's share of the rent (in accordance with applicable Section 8 laws) may be high enough to cover the entire rental amount. In such a case, RRHA will owe an RHP for the difference between the household's rent at the unit prior to relocation and the cost of a comparable private market unit. RRHA will not pay an increased RHP if the household moves into a unit that costs more than the comparable unit RRHA offered.
4. Recertification of Income: When public housing households move to the Housing Choice (Section 8) voucher Program, RRHA will certify their incomes. If their income had increased since their last public housing review of income, their share of the Housing Choice (Section 8) voucher rent based upon the higher income will be higher than their current public housing rent. In this case, RRHA will not owe any RHP. The higher rent that the household will pay under the Housing Choice (Section 8) Voucher Program will be the same that it would have paid had it continued to live at the current site.
5. Increased Income: Households moving to the Housing Choice (Section 8) Voucher Program will pay a share of the rent calculated as a percentage of its income. If, after relocation, the household's share increases because its income goes up, the original RHP will not be increased.
6. Increased Share of Rent: A household moving to the Housing Choice (Section 8) Voucher Program from public housing will normally pay a share of the rent that is the same as it paid in rent at the public housing site. The household's share may later increase because the landlord raises the rents above what RRHA may pay per Section 8 regulations, or the household may later move to a more expensive unit, or the household may lose its voucher because of its own misconduct. In any of these cases, RRHA will not pay a RHP greater than the original RHP calculation to compensate for the family's increased housing costs.

**K. Moving Costs**

RRHA will offer to pay the following moving costs for each Covered Move as defined below:

1. Eligible Households (as defined in Section II): RRHA will pay the moving costs of the one move that takes the household off-site. If that household later changes its mind and decides to apply to return or to move to another relocation, RRHA will not pay for the second move, subject to the exceptions below.
2. Returning Households: If applicable under the relevant RRHA development program, in addition to costs to move the family off-site, RRHA will pay the cost of the move back to the redeveloped site for households living in other RRHA public housing units or households with Housing Choice (Section 8) Vouchers.

RRHA will not pay for any subsequent moves unless:

1. RRHA causes the need for such a move.

2. The move is necessary because a Housing Choice (Section 8) Voucher landlord is withdrawing from the Housing Choice (Section 8) Voucher Program for reasons unrelated to household misconduct.

For qualifying subsequent moves (as outlined above), RRHA has the right to choose the least costly method of moving the household.

**L. Moving Household Belongings**

RRHA may offer eligible relocated households up to three options for paying for moving expenses. The options offered are determined by the applicable RRHA development program. This determination will be made by RRHA.

1. **OPTION 1 (RRHA CONTRACTED MOVES).** RRHA will hire a moving company of its choice and pay it directly at no cost to the displaced person. The moving company will:
  - a. pack the household's belongings (the household can also choose to do its own packing in which case RRHA will provide the necessary supplies).
  - b. move the belongings.
  - c. unpack the belongings (the household can also choose to do its own unpacking).
  - d. disconnect, dismantle, remove, and reassemble or reinstall household appliances and other personal property; and
  - e. Provide insurance for the replacement value of the property in connection with the move.
  - f. Additionally, RRHA will also pay the household a \$100 expense and dislocation allowance payment.
2. **OPTION 2 (FEDERAL MOVING COST SCHEDULE).** RRHA will pay the household an expense and dislocation allowance in cash, based on the Federal Highway Administration's Residential Moving Cost Schedule. The size of the allowance will depend on the number of furnished rooms in the existing residence from which the resident is moving. A typical 1-bedroom unit consists of 3 rooms.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Fixed Residential Moving Cost Schedule 2015 was published in the [Federal Register/Notices on Wednesday, July 24, 2015](#). RRHA will observe the schedule as may be amended at the time of displacement to calculate a family's moving costs.

1 room	2 rooms	3 rooms	4 rooms	5 rooms	6 rooms	7 rooms	8 rooms	Addition al Room	1 room/ no furn.	Addit' room no furn.
700	900	1100	1300	1500	1700	1900	2100	300	400	75

If the household chooses to move based on this option, the household is completely responsible for its own move at no further expense to RRHA.

3. **OPTION 3 (REIMBURSEMENT OF ACTUAL EXPENSES).** The household is entitled to reimbursement of its actual moving and related expenses as RRHA determines to be reasonable and necessary (see 49 C.F.R. § 24.301).
  - a. Prior to moving, the household must present RRHA with a written estimate from a commercial mover, or, in the event of a self-move, a

written estimate prepared by the displaced person. (A self-move may be limited to the cost of the commercial move estimate). If RRHA determines that the costs are reasonable, then RRHA will reimburse the household for reasonable costs that the household actually incurred supported by appropriate receipts or other records.

- b. Fifty (50) Mile Limit on Transportation Cost. Transportation costs for a distance beyond fifty (50) miles are not eligible for payment, unless RRHA determines that relocation beyond fifty (50) miles is justified.

If the household is not ready to move on the date it is scheduled to relocate from the site (irrespective of the method by which they receive any moving expense assistance), then the household must pay RRHA a \$50 Not Ready Fee. If RRHA coordinated the moving company to be used for the move-out, the household is also responsible for rescheduling a new moving date within 48 hours. RRHA may waive the Not Ready Fee for "good cause." The household may also be responsible for any actual costs incurred by RRHA due to the behavior and/or actions of the household (i.e., storage, additional and/or return trips, etc.)

#### ***M. Other Moving Expenses***

RRHA will also pay for the following expenses for each Covered Move.

1. Utility Connection or Transfer Fees: RRHA will pay nonrefundable fees for hooking up telephone, utility, and cable services (limited only for those utilities in place at the original housing site the time of the move). This section does not apply to households selecting Option 2 (Federal Moving Cost Schedule), since their payments included compensation for utility connection fees.

2. Security, Pet, and Utility Deposits: RRHA will pay the cost of all security, pet, and utility deposits resulting from resident moves. RRHA will also refund existing security deposits minus any damage charges to residents when they move.

Exception: RRHA will only provide assistance to cover a deposit for a pet that the household possessed at the current site in accordance with RRHA's pet policy.

RRHA will not pay for the security, pet, and utility deposits for any subsequent move, including moves move back to the redeveloped site.

- 3 Inspection Fee for Housing Choice (Section 8) Voucher Certification: RRHA will pay all inspection fees related to certifying new Housing Choice (Section 8) voucher properties.
- 4 Non-Refundable Cleaning Fees: RRHA will pay all reasonable, nonrefundable cleaning fees.
- 5 Credit Check Fees: RRHA will pay the cost of all necessary credit checks associated with the housing search for a comparable and available unit. If the household declines an available, comparable unit, RRHA will not pay for any subsequent credit checks.

#### ***N. Down Payment Assistance for Homeownership***

RRHA will provide up to \$5,250 (or such other amount as may be required by applicable law, as amended) in down payment assistance to any household that

buys a home as their relocation choice. Down payment assistance will be provided at closing.

**O. Housing Search Assistance**

RRHA will help all eligible displaced households find a comparable available replacement dwelling. Each household will be assigned a Relocation Specialist and/or case manager. RRHA will offer the following help:

1. RRHA will identify the address of at least one available, decent, safe, and sanitary, comparable replacement dwelling in each displaced person's Notice of Eligibility or 90-Day Notice.
2. RRHA will provide mobility counseling to assist with the following:
  - a. transportation assistance to search for housing.
  - b. identifying neighborhoods and amenities.
  - c. providing lists of landlords and available apartments.
  - d. arranging or providing necessary translation services.
  - e. advising about the moving and search process; and
  - f. advising on Fair Housing issues (to the extent permitted by applicable law).

**P. Hard-to-House Households or Households with Special Needs**

RRHA will provide enhanced counseling services to the types of households listed below who face extra barriers in finding comparable, available housing. These enhanced services will include:

1. priority for scheduling of counseling including advanced relocation.
2. priority for assignment of other public housing units if so desired and available
3. enhanced counseling, transportation services and translation as needed.
4. enhanced advocacy or mediation with prospective landlords
5. up to two 30-day extensions for the Housing Choice (Section 8) voucher search, consistent with RRHA's extension policy. At RRHA's discretion, it may allow for a third 30-day extension. For each extension, the household must demonstrate that it has been actively seeking a comparable unit.
6. For a household for which there is not an available, comparable unit using a Housing Choice (Section 8) voucher, RRHA will limit its choice of housing to another public housing unit in Richmond.

The families for which these enhanced services may be available include:

- a. Elderly and Disabled Households
  - i. Elderly households are those with a member who is 62 years of age and older.
  - ii. Disabled households are those with a member who is disabled as defined by federal or state law.
- b. Households for Whom English is a Second Language
  - i. RRHA will provide translators at resident meetings and at one-on-one counseling meetings, as needed.
  - ii. RRHA will translate its notices into other languages as needed.
  - iii. RRHA relocation counselors and case managers will provide these non-English speaking households with additional assistance as needed to search for housing. This additional assistance may include



transportation, translation for communication with prospective landlords, and mediation to ensure that they are aware of their options and that landlords do not discriminate against them because of their race, ethnicity, or national origin.

- c. Households with Bad Credit or Bad Rental Histories
  - i. Relocation counselors and case managers will advise households with bad credit or bad rental histories on how to improve their records. They will advise such households about the effect their record will likely have on their housing choices. For example, if bad credit would impede a search for private housing, a household may be limited to a public housing unit.

**Q. One-On-One Interviewing and Counseling**

A Relocation Specialist will meet with each displaced household in one-on-one sessions as far in advance of relocation as possible. The purpose of this interview is to educate the household about the relocation process and the available choices and to help the household identify its preferences. RRHA will begin scheduling these sessions at least six months prior to relocation state.

**R. Tenant References**

RRHA will offer tenant references to displaced public housing residents moving to private housing. Property Managers will be responsible for providing the references.

**S. Coordination with Case Management and Transitions Services**

In the course of relocating households, relocation counselors will work closely with case managers for the following purposes:

1. to coordinate relocation efforts with supportive services and case management.
2. to enlist case managers to help households overcome bad credit or other housing barriers; and
3. to help households seeking to return to the new site to fulfill the re-occupancy requirements.

**III. Re-Occupancy Criteria for Returning Households - Preliminary**

The following provisions will govern the assignment of new or redeveloped public housing units to residents who originally lived in those units at the time of relocation. An "original resident" is defined as a resident living at the development at the time of HUD approval the applicable RRHA revitalization or redevelopment plan. These provisions apply to both public housing units and tax credit units where a Housing Voucher can be utilized.

**A. Eligibility for Preference**

Original residents that are eligible for relocation assistance are also eligible for re-occupancy at the new or redeveloped public housing site under this Plan. Households that are not eligible for relocation assistance are not eligible for re-occupancy under this Plan, e.g., households that become ineligible for relocation

assistance because of an eviction also become ineligible for re-occupancy. Ineligible households may apply to the new site as a new applicant. Households must also satisfy income limits that apply for the purpose of reserving units to families on the basis of need.

**B. Priority for Consideration for a Unit**

The specific criteria for re-occupancy by original displaced residents will be negotiated with interested parties in each individual redevelopment project. As a result, the re-occupancy criteria outlined in this plan are preliminary only and may change. RRHA will communicate all changes to residents via meetings and in writing. RRHA will make available this relocation plan to all impacted households. RRHA may not know how many residents will want to return to the redeveloped sites. In the event there may not be enough units to allow every household who wishes to do so to return at the same time, RRHA will establish a waiting list for available units. These waiting lists will confer the following priorities.

1. Original eligible households who, at the time of relocation, declared in writing, a preference to return receive the highest preference.
2. Original eligible households who did not declare their intent to return and who later change their minds will receive second-highest preference. RRHA shall offer available units to waiting list applicants sharing the same preference according to the following priorities:
3. Households that include an elderly (62 years or older) or disabled person shall receive offers first.
4. Households with children in daycare or in schools in the vicinity shall receive offers next.
5. All other units will be offered to waiting list applicants in chronological order of the applicant's initial displacement (i.e., people displaced earlier get a new unit before people displaced later). This will be determined by the RRHA's demolition and relocation phasing plan for each redevelopment effort.

Households must also satisfy the selection criteria set forth below in subsection D.

**C. Notification of new unit availability**

RRHA will track households throughout the relocation period, so it is able to contact them when the time comes to consider them for a new unit. The household is responsible for keeping RRHA informed of any change of its address once relocated from the public housing site. Households that do not do this, and, as a result, cannot receive a Notice of Unit Availability, will lose their rights to re-occupancy under this Plan (along with any re-admission preferences). In that event, they may apply to live at new development as a regular applicant.

1. Notice to Eligible Households: As new units become available, RRHA will mail a Notice of Unit Availability to eligible households. The notice will invite the households to apply for the unit and will give the household fourteen (14) business days in which to do so.
2. Household Response to Notice: Any household that does not respond in a timely way to the Notice of Unit Availability will, absent good cause, lose its rights to re-occupancy under this Plan. It may recover its right to re-

occupancy and resume its place on the waiting list if it can later show good cause for its failure to respond to the notice.

3. Household Failure to Accept an Offer of a Unit: Eligible residents who do not respond to RRHA's Notice of Unit Availability by indicating a willingness to accept an offer of a new unit will lose any further priority to re-occupancy under this Plan, unless they can show that good cause prevented them from accepting. Only the following reasons will constitute good cause for this purpose:
  - a. Inability to break a lease. RRHA counselors will assist households in communicating with landlords about an early termination of an active lease which prohibits the family from relocating back to the public housing site. An inability to break the lease will constitute good cause.
  - b. A move at that time would cause a child to switch schools during the school year; and
  - c. Other good cause, as determined in RRHA's discretion, arising from serious needs related to health, safety, or employment that temporarily prevents a return to the new site.

A household who shows "good cause" for being unable to accept a unit at the new site will be placed on the bottom of a separate waiting list specifically designated for such households. RRHA will record the household's estimate of when it will be able to move to new unit. As unit availability permits, RRHA will send Notices of Unit Availability to households on this list in accordance with the estimated date of the household's readiness to move.

A household that receives a second Notice of Unit Availability and again fails to indicate its willingness to accept a unit at the new site will lose its re-occupancy rights under this Plan (along with any re-admission preference). In that event, they may apply to live at a new development as a regular applicant.

#### ***D. Selection Criteria for Re-occupancy at a New Site***

All eligible original households must satisfy the following conditions for re-occupancy:

1. Resident/Primary leaseholder is in good standing with RRHA (as defined below).
  - a. **Rent Payment History:** The tenant did not paid rent owed to RRHA late more than 3 times in a year, subject to proven long-term hardship (per RRHA's Hardship Policy); nor does the tenant have an unpaid balance owing rent, damages, or other charges to RRHA unless previous arrangements for repayment have been made, and at least 9 months of regular payments under such arrangement are verified as current. Late rent payments are defined as rent paid late in accordance with the lease provisions, without prior written agreement to pay late.
  - b. **Utility Bills:** Outstanding or current delinquent debts owed to a utility provider must be made prior to approval for admission. An allowance will be made for applicants who provide proof of being on a payment plan, in good standing, and that the utility company is willing to establish an account in the applicant's name.

- c. **Criminal/Drug Activity:** The resident or household member has no prior felony convictions, nor been evicted from any Federally assisted housing for criminal drug-related activities in the past three years. (1) Felony convictions will be screened in accordance with the chapter on Eligibility and Screening. (2) The resident or family member is not currently engaged in illegal drug use. Exceptions may be made for residents enrolled in recognized rehabilitation program. (3) The resident or family member is not currently engaged in criminal activity. (4) The resident or family member is not registered on any states' sex offender registry.
  - d. **Credit Report/History:** Tenant will have good credit history and has no outstanding debt to any City, County, State, and/or Federal Housing program. Credit reports will be obtained at RRHA's cost. The absence of a credit history will not adversely affect the applicant. Each applicant's report will be reviewed to determine the history of their payment practices including utilities, outstanding loans, judgments, repossessions, foreclosures, etc.
  - e. **Good Housekeeping Habits:** Good housekeeping habits substantiated by favorable annual, interim, preventive maintenance inspection forms and work order requests documented in the original RRHA public housing tenant file. The tenant's housekeeping practices must not interfere with the health, safety, and sanitary environment of self, families, or others by creating hazardous conditions to the unit, including conditions that may exhibit foul odors, or dirty, disarrayed, or unattractive surroundings.
  - f. **Income and Family Composition:** No previous misrepresentation to RRHA of income or family composition documented in the original RRHA public housing tenant file, including (i) refusal to cooperate fully in all aspects of the annual/interim review process, (ii) failure to provide previously requested documentation to complete the annual/ interim review, and (iii) supplying fraudulent information relative to total family income and total family composition.
  - g. **Destruction of Property:** No willful destruction of RRHA or other landlord property documented in tenant's original RRHA public housing tenant file. This includes all members of the household and visitors.
  - h. **History of Disruptive Activities:** No record in the family's original public housing tenant file of investigated and proven complaints of disruptive activities taking place in the household. This includes all members of the household and visitors within the household's control. Complaints must be documented in the tenant's file. Disruptive activities are those which interfere with the health, safety, security, or right to peaceful enjoyment of the premises by other residents.
2. Resident/Primary lease holder has not violated his/her original public housing lease agreement with RRHA.
  3. Resident/Primary leaseholder is employed (at least 20 hours per week) or enrolled in job training program or other educational activity that will lead to employment. Exemption is made for the following:
    - a. Elderly ages 62 and older

- b. Disabled, per federal and state definitions.
- c. Primary caretaker of a disabled individual and parents with young children under one year old.

#### **IV. Grievance Procedures**

Any displaced public housing resident who has a complaint about their relocation or relocation assistance may file a written grievance with RRHA. RRHA will use its standard grievance process to address the complaint. A resident will have fifteen (15) business days from the date of the RRHA action at issue to request a grievance hearing, except if he or she is appealing from the 30-day notice to move, in which case he or she must request the grievance hearing within five (5) days of receiving that notice.

A description of the grievance process can be found in Chapter 23 of this ACOP. A resident may use the grievance procedure to complain about any of the following:

- A. mistake in determining eligibility for relocation assistance.
- B. mistake in the amount of any payment.
- C. improper notification.
- D. failure to provide a comparable, alternative replacement unit.
- E. mistake in assigning or honoring the proper priority for relocation or re-occupancy.
- F. any failure of RRHA to comply with applicable law.

#### **V. Relocation Procedures**

##### **A. Resident Relocation Preferences**

To assist with scheduling moves, public housing residents will complete a Relocation Assessment with a Relocation Counselor. The assessment will document the resident's relocation preference and desire to return or not if such option is available. The assessment will also indicate whether they are eager to move, what special household characteristics exist that might identify priority status for moving, and general preference for relocation recourses including:

1. Moving to another RRHA development
2. Taking a Housing Choice (Section 8) Voucher

RRHA will create a database of all respondents and their preferences to prioritize the schedule for relocation intake and offer of comparable units.

##### **B. Notification Process**

The following notices are required.

1. **General Information Notice.** Generally, this notice is sent prior to acquisition and the start of case management. It informs residential and non-residential occupants of the pending project, including any acquisition of property. It cautions occupants not to move prematurely. RRHA will include the HUD handbook describing residential/non-residential rights (handbook may also be provided at the initial meeting with a Relocation Specialist and can be downloaded from the HUD website).
2. **Notice of Eligibility for Relocation Assistance.** Per HUD guidance, this Notice shall be sent to all residents after the Initiation of Negotiations (ION) date, which is the date when HUD approves the Revitalization Plan or

demolition/inventory removal plan, or upon any other applicable triggering event. Ideally sent at least six months before families are relocated. This notice informs residential/non-residential occupants being displaced of their rights, as well as levels of assistance available under the URA, Section 18 or 104(d), as such laws may be applicable to the particular RRHA development project. It includes **information that occupants will not be required to move without RRHA first offering a comparable unit**, and that the recipient will have at least 90 days' notice from the date of referral prior to being required to move. If feasible, it includes the addresses of comparable replacement units. It also includes the amount of moving expenses the displaced person will receive (amount of maximum replacement housing payment based on the comparable unit).

3. **90-Day Notice.** Can be combined with Notice of Eligibility and must include at least one offer of an available comparable unit. Each displaced household will receive at least 90 days written advance notice before being required to move. This notice includes the specific date by which the property must be vacated. If the date is not known, the notice includes the earliest date the occupant may be required to move.

4. **30-Day Notice.** Sent 60 days after 90-Day Notice has been issued *if resident has not yet relocated.*

### **C. Standard for Issuing Notices**

RRHA must serve all personal relocation notices to residents or non-residential occupants either personally (and have them sign acknowledging receipt) or by certified or registered first class mail, return receipt requested.

1. Each notice will be written in plain, understandable language. RRHA will endeavor to draft each such notice at no higher than an eighth grade reading level. Persons who are unable to read and understand the notice (e.g., illiterate, foreign language, or impaired vision or other disability) must be provided with appropriate translation/communication (e.g., sign language interpreter or reader) and counseling. All notices should be translated, if necessary.
3. Each notice will indicate the name and telephone number (including the telecommunications device for the deaf (TDD) number, if applicable) of a person who may be contacted for answers to questions or other needed help.
4. RRHA should serve the 30-day Notices to Move in the same way that it serves lease termination notices. This means that it will attempt the following ways to serve in the following order:
  - a. serve the notice personally on the resident/occupant.
  - b. if the resident is absent from the premises, serve on some person of suitable age and discretion found at the premises AND mail the resident a copy of the notice (regular mail)
  - c. post a copy of the notice on the door and mail a copy to the resident (regular mail).

### **D. Documentation**

RRHA must keep a separate file for each person, business, or non-profit relocated in accordance with this Chapter. Each file must include copies of all

notices sent and the evidence of delivery. These relocation files must be kept for at least 3 years following the completion of any redevelopment, or any audit, litigation or investigation associated with the redevelopment.

#### **E. Relocation Intake Process**

RRHA will schedule intake interviews for public housing families with all heads of households. These interviews will be scheduled based on any priority status established for that site, such as relocation and demolition phasing, or other special and priority considerations (such as elderly or disabled family members, children in school, hardship, etc.). At intake, RRHA will:

1. Create a Relocation File for each household which includes all required relocation forms as well as the household data from RRHA's database that should be printed out prior to each interview.
2. Schedule interviews, preferably held in the office or in resident homes as needed. Special accommodations are provided for persons with a disability.
3. Conduct relocation interview. At the interview, the Relocation Specialist will confirm or collect needed information, and will:
  - a. Review RRHA's existing data with the client, update as needed.
    - i. Confirm whether or not people in RRHA's files are really the people in household.
    - ii. Determine who should be on the lease. If someone has been living there for several months, they may be added to the family, at the discretion of the RRHA, in accordance with the terms of this ACOP and applicable law.
  - b. Complete the Relocation Intake Form/Assessment
  - c. Complete Certification of Lawful Residency Form.
  - d. Confirm the Household's relocation preference and eligibility therefor.
  - e. Have the household sign the Relocation Agreement and Intent to Return.
  - f. Determine housing eligibility.
    - i. Revalidate current income using RRHA's standard procedures.
    - ii. If the household prefers to relocate to another RRHA public housing unit, RRHA will conduct an updated re-examination/certification. The results of this recertification may affect the household rent immediately in the same manner as an interim re-examination.
    - iii. Determine if the household is interested in a Housing Choice voucher and if so, refer them to Housing Choice Voucher specialist to determine if household is eligible for such program using RRHA standard procedures.
      - (1) If ineligible, the household must be offered an RRHA public housing unit, and a re-examination/certification completed.
      - (2) Relocation Specialist ("RS") should pay particular attention to income disregards. If a household is found to be eligible, the RS should speak with the Lead Relocation Specialist before proceeding.
  - g. Offer a comparable unit.

- Once relocation preference and eligibility are confirmed, the RS and RRHA staff can identify a comparable unit for the household.
- i. If a comparable unit is available before the ION date, and the resident wishes to relocate early, RS will have a lease-member sign an Early Mover Waiver waiving the resident's 90-day and 30-day notices.
  - ii. If a comparable unit is not available, RS will mail the 90-day Notice when a comparable unit becomes available.
4. Describe to the resident what they can expect next.
    - a. The resident should schedule a meeting with their case manager (if they have not done so already). They will not be able to relocate until they have met with their case manager.
    - b. If the resident will be using a Housing Choice Voucher to relocate, they will need to attend an on-site training on the voucher program.
      - i. This training will be led by RRHA Section 8 staff.
      - ii. Caution residents to not make any non-refundable deposits on a unit until it has passed an RRHA inspection.
  5. Update Contact Form (HUD Form) in file.
  6. Create and maintain a list of available units. – RRHA will maintain an inventory of available relocation resources.
    - a. Public Housing Units
      - i. The list of available units will be maintained by RRHA's Director of Resident Services, based on reports by individual property managers as units become available. This list will be maintained by development and by unit size available. Ideally, the Relocation Counselors will be able to pull the list of available units from the computer system on a weekly basis.
      - ii. The Director of Resident Services will discuss this information with the Relocation Counselors, all of whom will communicate the information to households, as appropriate.
    - b. Housing Choice Vouchers (Section 8)
      - i. RRHA's Section 8 office will continue to maintain an updated list of participating landlords and available properties. Section 8 staff will send listings of available units to the Director of Resident Services as soon as they become available.
      - ii. The Relocation Counselors will communicate unit availability information to households, as appropriate.
  7. Match households with available units
- Based on information gathered during the Intake Interview, Relocation Counselors will determine whether a household will be relocating to another public housing unit, using a Housing Choice Voucher, or entering the private housing market.
- a. *RRHA Units*
    - i. Before or during the Intake interview, the RS will check list of available units for a unit matching the household's unit type preference (i.e., elderly vs. family) and eligible unit size.



- ii. If an appropriate unit is available, the RS will provide residents with a unit description and offer transportation to view unit, if needed.
- iii. If a unit is not available, a comparable housing unit will be included with their 90-Day Notice to move.
- iv. When presented with an available unit:
  - (1) Elderly residents are eligible for one right of refusal. Preferably, they will be offered 2 choices at the same time and will need to select one of these two units.
  - (2) Residents seeking to live in the family developments will be given no right of refusal. They must accept the first unit that matches their unit profile.
- b. *Housing Choice Vouchers (Section 8)*
  - i. The RS will provide resident with a listing of communities and landlords known to RRHA to accept Housing Choice vouchers, and sign resident up for Housing Choice (Section 8) voucher on-site training sessions.
  - ii. Residents are sent, with necessary paperwork, to look at these units and any others they might find on their own.
    - (1) If a resident knows that they want to take their voucher and leave the Richmond area (i.e., port out), the RS will refer the resident to the Section 8 department immediately to begin the process. Any decision to "Port Out" will be made by the Section 8 department.
  - iii. If necessary, the RS will help them find a unit. This assistance might include:
    - (1) Driving the resident around to look at potential units.
    - (2) Providing translation assistance with potential landlords.
  - iv. Once a unit is located, RRHA staff will check the following:
    - (1) Rent is within RRHA's Fair Market Rent structure.
    - (2) Residents do not pay more than 40% of their monthly income for the unit (ideally no more than 30%, which will be used for calculation of any Replacement Housing Payment); and
    - (3) Determine utility payments.
  - v. Resident makes a request to the Section 8 department for:
    - (1) Lease approval; and
    - (2) Inspection
  - vi. Section 8 department schedules and ensures completion of inspection (within five days).
  - vii. Landlord completes any needed changes.
  - viii. Unit available for relocation.

#### **F. Moving Process**

1. When a household is notified of a comparable unit, they should be provided a Resident Moving Checklist.
2. For those households that selected Move Option 3 (Reimbursement of Actual Expenses), they should also receive a list of eligible moving expenses that will be reimbursed (found on the HUD Form, Claim for Moving and Related Expenses).

3. The 90-Day Notice is used to notify residents of their move date. The Relocation Counselors will send a 90-Day Notice to residents with an available comparable unit unless a unit was decided upon during the Intake Interview and the 90-Day Notice was waived.

4. The resident provides specific date of move so displacement unit can be immediately secured and new RRHA unit can be available for move-in. Residents are reminded to take care of utility disconnects and connections.

5. If a household has not vacated its unit by the required move date, it will be required to pay a \$50 Not Ready Fee.

### **G. Packing Assistance**

1. Resident notifies the Relocation Specialist if they need packing assistance; Relocation Specialist identifies assistance and schedules.

2. For residents who pack their belongings themselves, boxes and tape will be made available by RRHA.

### **H. Payment Process**

Once a replacement unit has been identified, the Relocation Specialist can determine the household's exact relocation payment. The relocation payment will be calculated using the Calculation of Renter Benefits Form or Homeowner Benefits Form.

#### **1. Moving Costs**

a. The Relocation Specialist will use the Claim for Moving and Related Expense (HUD Form) to determine eligible moving costs, based on the household's method of moving and the household's unit size.

b. If household chooses Moving Option 3 (Reimbursement of **Actual** Expenses) and wishes to be reimbursed for their actual expenses, they will need to provide all receipts to their Relocation Counselor. The Relocation Specialist should staple these receipts to the claim form.

#### **2. Security Deposits**

##### **a. Current RRHA Deposit**

i. RRHA will inspect the displacement unit on moving day to assess any damage charges in accordance with this ACOP. After the move, RRHA will return resident deposit (minus any damage charges).

ii. If the apartment has been damaged or is left in poor condition, the RS or another RRHA representative should document any damage or mess with photos that are then placed in the resident's relocation file. This may be relevant information if the resident wants to return to a new unit.

##### **b. Replacement Unit Deposits**

i. RRHA will pay for replacement unit deposits (security or utility).

(1) RRHA may provide security deposits via loans paid directly to a new landlord. Any unused portion will be returned directly to RRHA.

(2) RRHA will provide utility deposits or transfer fees via loans directly to the utility companies. Any unused portion will be returned directly to RRHA.

#### **3. Replacement Housing Payment (RHP)**

- a. Anyone facing an increase in rental costs by taking a Housing Choice Voucher can be offered an RRHA public housing unit, if available.

### ***I. Request and Process Relocation Payment***

1. The Relocation Specialist will complete the Payment Authorization Form in order to release money to client for moving costs.
  - a. 50% of Moving Cost Payment (for Option 2) can be released pre-move once a replacement unit is secured and the relocation payment has been calculated. Up to 100% of security and utility deposits can be paid prior to the move.
  - b. 50% of remaining Moving Cost Payment (Option 2) will be released after inspection of the vacated RRHA unit; 100% of RRHA security deposit will be released after the move.
2. The Relocation Specialist and the Director of Resident Services must sign authorization form.
3. The Relocation Specialist will forward the form to RRHA's Finance Department.
4. *The Finance Department will issue the check within 10-15 business days and give to the Relocation Specialist to pass on to the resident.*

### ***VI. Record Keeping and Data Compilation***

RRHA will retain all records of relocation activity for at least three (3) years following the later of (i) the completion of the redevelopment, or (ii) any audit, litigation or investigation associated with the redevelopment. Good recordkeeping, including a record of contacts with affected residents, is necessary to ensure continuity in the event of staff turnover.

#### ***A. Confidentiality of Records***

Relocation records that identify a particular resident are confidential. RRHA will not disclose them to persons outside the agency without the resident's consent. These records may only be made available if required by applicable law, or on the written request of an affected person, or for review by HUD.

#### ***B. Data Compilation***

1. List of Occupants. RRHA will compile and keep a list identifying the name, address, race/ethnicity, and gender of the following persons:
  - a. Original residents of the impacted development as of the date that RRHA submitted the relevant application to HUD (applications may include demolition, disposition, acquisition).
  - b. Persons who moved into the site between the date that RRHA submitted its application and the date that the redevelopment is completed; and
  - c. All persons occupying the property when the project is completed.
2. Displaced Persons  
RRHA will keep a separate relocation file for each person relocated from a site to document all contacts, actions, and determinations with regard to the relocation and assistance provided to that resident. On top of all forms a Contact Record will be maintained, and on top of all notices will be a Relocation Resident File Checklist. The file will include the following information and material:

- a. Personal Information for each household member.
- b. Documentation showing the proper service of all required notices, including copies of all notices and the evidence of delivery.
- c. Documentation of the calculation of the Replacement Housing Payment, including the specific comparable unit used to establish the RHP.
- d. Identification of the resident's relocation needs and preferences.
- e. Dates of personal contact.
- f. Services provided.
- g. Referrals to Comparable Housing, including:
  - i. referrals to replacement housing.
  - ii. date of referrals.
  - iii. date of availability and reasons that the person declined any referral; and
  - iv. rent/utility cost for any referral.
- h. Identification of actual replacement unit, including:
  - i. address.
  - ii. rent/utility costs.
  - iii. date of relocation; and
  - iv. whether located in an area of minority concentration:
- i. Replacement dwelling inspection report.
- j. Documentation of all payments made.
- k. Copy of any Housing Voucher issued; and
- l. Copy of any grievance, appeal or complaint filed and the PHA response.

## **CHAPTER 17 - PET POLICY**

[24 C.F.R. § 5.309]

### **PURPOSE**

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains RRHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of RRHA to provide a decent, safe, and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of RRHA.

The purpose of this policy is to establish RRHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. RRHA also establishes reasonable rules governing the keeping of common household pets.

**Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a service or assistance animal within the meaning of this policy.**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Richmond Redevelopment and Housing Authority (RRHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in RRHA owned properties.

A common household pet, for the purposes of RRHA's conventional housing program, means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. "Common household pet" does not include reptiles, except for turtles. This definition shall not include service or assistance animals, as such terms are defined herein.

Residents may own up to two pets. A maximum of one such pet may be a four-legged animal which is not customarily kept in a cage, aquarium, or other enclosure (including all dogs and cats). If a family owns a four-legged animal which is not customarily kept in a cage, aquarium, or enclosure, any other pet owned by such family must be a pet which *is* customarily kept in a cage, aquarium, or other enclosure (such as a bird, turtle, or fish). Except for fish, each individual animal shall be counted as one pet, irrespective if more than one such animal is kept in the same cage, aquarium, or enclosure.

### **A. Exclusion for Service Animals**

Service animals are categorically exempt from RRHA's Pet Policy and are not considered common household pets.

A "service animal" is a dog (species: *canis lupus familiaris*) which is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks for which the dog is individually trained must be directly related to the individual's disability. Other species of animals, whether or

not individually trained to perform tasks for the benefit of an individual with a disability, are not “service animals” for this purpose.

Common work or tasks which service animals perform include, without limitation, the following:

1. Guiding individuals who are blind or have low vision.
2. Alerting individuals who are deaf or hearing impaired.
3. Providing protection or rescue assistance
4. Pulling a wheelchair
5. Fetching items
6. Alerting persons to impending seizures
7. Providing emotional support to persons with disabilities who have a disability-related need for such support.

If it is readily apparent to RRHA staff that a dog is trained to do work or perform tasks for an individual with a disability, then RRHA will determine that the dog is a service animal without further inquiry and exclude the animal from this Pet Policy. By way of illustration and not limitation, it is “readily apparent” that a dog is trained to do work or perform tasks for an individual with a disability if RRHA staff observe any of the following:

1. The dog guides an individual who is blind or vision impaired.
2. The dog pulls a wheelchair used by an individual; or
3. The dog provides assistance with stability or balance to an individual with an observable mobility disability.

If it is not readily apparent to RRHA staff that a dog meets the definition of a service animal, RRHA may inquire only as to the following:

1. Whether or not the dog is required because of the individual’s disability; and
2. Which work or tasks the dog is individually trained to perform.

If the individual does not indicate the dog is required because of such individual’s disability or fails to identify qualifying work or tasks which the dog is individually trained to perform, then RRHA may determine that the dog is not a service animal for the purpose of this Pet Policy.

### ***B. Exclusion for Assistance Animals***

Assistance animals are categorically exempt from RRHA’s Pet Policy and are not considered common household pets.

An “assistance animal” is any animal, other than a service animal, determined by RRHA to do work, perform tasks, provide assistance, or provide therapeutic emotional support to an individual with a disability. For this purpose, “disability” shall carry the same meaning as used in RRHA’s Reasonable Accommodations Procedures (attached hereto as Exhibit #2).

An assistance animal need not be individually trained to do work or perform tasks for an individual with disabilities. An assistance animal may be of any species, subject to the further requirements of this ACOP.

Unlike service animals, RRHA will determine whether an animal is an assistance animal only in accordance with the terms of RRHA's Reasonable Accommodations Procedures.

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there be a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179]. When an applicant or resident with a disability asserts and can verify that an animal is an assistance animal within the meaning of this Policy, the applicant should make a request for a reasonable accommodation: specifically, to be allowed to keep the animal, or avoid adverse consequences related to possession of the animal, by completing RRHA's reasonable accommodation process. In evaluating any reasonable accommodation request to consider an animal an assistance animal within the meaning of this Chapter, RRHA will observe all applicable procedures articulated in RRHA's Reasonable Accommodation Procedures (Exhibit #2).

### ***C. Certain Animals Excluded from Definition of "Service Animal" and "Assistance Animal"***

RRHA may decline to consider an animal as a service animal or assistance animal if any of the following is true:

1. There is reliable objective evidence that the particular animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
2. There is reliable objective evidence that the particular animal would cause substantial physical damage to the property of others; or
3. The animal is a wild (undomesticated) animal; or

The animal is of a species commonly known to have the proclivity to be dangerous (including, by way of illustration and not limitation: venomous animals, such as certain reptiles and fish; animals which pose serious risk of infectious disease in humans, such as certain rodents and insects; and animals commonly known to attack human beings despite attempts at domestication, such as bears). An applicant or resident must observe RRHA's Reasonable Accommodation Procedures (Exhibit #2) as to each individual proposed for classification as an assistance animal.

### ***D. Care and Handling of Service and Assistance Animals***

Residents must care for service and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. [24 C.F.R. § 5.303; 24 C.F.R. § 960.705]

Residents must ensure that service and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

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

### ***E. Mandatory Rules for Residents with Pets***

All animals other than service animals or assistance animals are subject to this Pet Policy.

In accordance with [24 C.F.R. § 960.707], RRHA hereby sets forth the following rules for ownership of common household pets in its conventional public housing units:

#### ***1. Registration***

The Resident must request and receive written formal approval from the RRHA prior to bringing the common household pet (hereinafter referred to simply as "pet") on the premises. The pet request shall be made on the standard RRHA pet registration form.

Residents registering cats, dogs, or other four-legged animals, after receiving written approval for pet ownership, will be issued a sticker, a red "P," to be displayed on the front door or window of the dwelling unit. Said sticker will identify the unit to RRHA staff or law enforcement officials as keeping a pet within the home.

Registration of the pet shall include a photograph being taken by an RRHA representative and retained in the resident's folder. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.

Residents registering pets that have not matured to adulthood at the execution of the initial Pet Addendum will be required to report back to the development office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.

The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

### ***F. Dogs***

If the pet is a dog, it shall not weigh more than 20 pounds nor stand no more than 15 inches in height from the front shoulder of the animal upon reaching adulthood.

Dogs must be spayed or neutered, must be housebroken, must have all inoculations, and must be licensed as specified now or in the future by State law or local ordinance.



Doghouses located outside any dwelling unit are prohibited. Dogs may not be kept exclusively outdoors.

### **G. Cats**

The weight of a cat cannot exceed ten (15) pounds upon reaching adulthood. The resident must provide waterproof and leak-proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable as litter boxes and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary. The contents of litter boxes shall not be flushed down the toilet or poured in the drain.

Cats must be spayed or neutered, must have all inoculations, and must be licensed as specified now or in the future by State law or local ordinance.

Cats may not be kept exclusively outdoors.

### **H. Spaying and Neutering**

If the pet is a dog or cat, it must be spayed or neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on an RRHA approved form. If the animal was not spayed or neutered at the time of registration with RRHA, the family must report back to RRHA within six months of registration to confirm that the animal has been spayed or neutered.

### **I. Birds**

All birds must be enclosed in a cage at all times. Cages must be kept clean and sanitary to avoid health or housekeeping issues.

### **J. Fish**

Fish must be kept in an aquarium or other acceptable container at all times. Each such container must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to a maximum of one container for fish; however, there is no limit on the number of fish that can be maintained in the container if the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the container. The container must be on a provable stand that is stable and cannot be easily pushed over.

### **K. Rodents**

Rodents may not be kept as pets in RRHA public housing.

### **L. Inoculations/Vaccinations**

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper inoculations or boosters, and all other vaccinations as required by local and state law. Annually, the resident shall provide the RRHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and

local law. Said certification may be provided on the veterinarian's statement/bill or on the approved RRHA form.

### ***M. Licensing***

Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The animal must always wear a license with owner's name, address, and telephone number.

In the event that applicable State or local law changes with reference to licensing of any and all pets, RRHA will require its residents to comply upon appropriate notice.

### ***N. Sanitary Conditions***

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste (including litter from cat litter boxes).

These rules are as follows:

1. Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
2. Pet waste may be disposed in designated areas for the development (resident assigned trash receptacles or dumpsters).
3. Waste must be placed in a plastic bag, tightly secured, and deposited in a trash receptacle or dumpster.
4. Poorly disposed waste will not be tolerated and will be subject to a \$25.00 charge per incident. Each time a pet owner fails to remove pet waste in accordance with this rule, a \$25.00 charge will be levied to the resident's account.
5. Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

### ***O. General Provisions***

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Pets are not permitted on balconies.
3. Resident agrees not to harbor, even temporarily, any more than a total of two-house pets per unit (except for fish, as described hereinabove).
4. Resident agrees not to harbor, even temporarily, any animal that is not registered with RRHA, or that is prohibited under this policy. "Visiting" pets are not allowed.
5. Resident accepts full responsibility for itself and its pet(s), and RRHA, its agents, officers, directors, current and former employees and all persons acting on RRHA's behalf, shall not be liable for any claims, demands, damages, actions, liabilities of whatever kind or nature, including but not limited to, any claims for property damage, personal injury, death and

attorney's fees related to or resulting from the pet's presence or activities on properties owned by RRHA.

6. RRHA, its agents, officers, directors, current and former employees, and all persons acting on RRHA's behalf, shall not be liable for any claims, demands, damages, actions, liabilities of whatever kind or nature, including but not limited to, any claims for property damage, personal injury, death, and attorney's fees related to or resulting from the presence or activities of stray and/or abandoned animals on properties owned by RRHA.
7. Costs incurred by RRHA for extermination of fleas, ticks, and other animal-related pests, will be deducted from the pet security deposit after either the pet is removed, or the resident vacates.
8. Pet(s) shall not disturb, interfere with, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere with, or diminish" shall include but is not limited to barking, meowing, crying, howling, chirping, biting, scratching, and other like activities. This includes any pets that make noise continuously for a period of 10 minutes or intermittently for one-half hour or more, and therefore disturbs any person at any time of the day or night.
9. Each pet must be maintained responsibly and in accordance with this Pet Policy, any pet ownership lease addendum, all applicable ordinances, and all state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
10. The weight of all four-legged animals, other than dogs, cannot exceed 10 pounds with height not to exceed 15 inches from the front shoulder of the animal.
11. Pets may not be bred or used for any commercial purposes on RRHA property.

#### ***P. Control of Animal***

1. No animal shall be permitted to be loose, and if the pet is taken outside, it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder when outside the dwelling unit. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. RRHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on RRHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment

where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society or other responsible organization for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

#### ***Q. Unattended Pets***

Pet(s) may not be left unattended, whether within or outside the dwelling unit, for more than twenty-four (24) consecutive hours. If it is reported to RRHA staff that a pet has been left unattended for more than a twenty-four (24) hour period, RRHA staff may enter the unit and remove the pet and transfer the pet to the Humane Society or other responsible organization. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

#### ***R. Prohibited Pets***

1. RRHA forbids any pet that exceeds the weight and height restrictions contained in Paragraph E.1. Hereinabove, or any animal that qualifies as a "dangerous dog" or "vicious dog" as defined in §§ 3.2-6540 and 3.2-6541 of the Code of Virginia, respectively (collectively, "prohibited dogs"). Any animal considered vicious, dangerous, or kept for the purpose of training for fighting or the wagering of bets (i.e., rooster for "cockfighting," etc.) are prohibited. RRHA forbids the keeping of animals that have had their vocal cords cut by a process commonly known as "debarking."
2. All animals other than those customarily kept by humans for other than commercial purposes, including "exotic" or "farm" animals are prohibited. (Snakes and reptiles are considered exotic pets.)
3. Wild animals, feral animals, and any other animals that are commonly regarded as untamable to routine, non-professional human handling are prohibited.
4. Animals of species commonly used for commercial purposes on farms are prohibited.
5. All primates of any species are prohibited.
6. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit are prohibited.
7. Pot-bellied pigs are prohibited.
8. All reptiles of any species (except for turtles) are prohibited.
9. Any animal whose weight could exceed 20 pounds by adulthood is prohibited.
10. Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and lacerations are prohibited.

11. Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries are prohibited.
12. All animals which pose a risk of transmitting serious infectious disease in humans are not permitted.
13. All venomous animals of any species are not permitted.
14. Rodents of any species are not permitted.

**Tenants must adhere to the restrictions on numbers and types of pets.**

#### ***R. Pet Policy Violation Procedures***

RRHA reserves the right to require residents to remove any pet from the premises whose species, size, temperament, conduct, or other condition is duly determined to violate this Pet Policy or otherwise constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. RRHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

#### ***S. Notice of Pet Policy Violation***

If RRHA determines based on objective facts that a pet owner has violated a rule governing the owning or keeping of pets:

1. RRHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:
  - a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
  - b. State that the pet owner has a specified period of time from the effective date of service of the written notice of Pet Policy Violation (1) to correct the violation (including, in appropriate circumstances, removal of the pet) or (2) to make a written request for a private conference in accordance with the further provisions of this Pet Policy.
  - c. State that the pet owner is entitled to be accompanied by another person of his or her choice at any private conference called in accordance with this Pet Policy; and
  - d. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

#### ***R. Pet Policy Violation Private Conference***

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, RRHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) business days from the effective date of service of the written notice of Pet Policy violation.

At the Pet Policy Violation private conference, the pet owner and RRHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. RRHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

**S. Notice for Pet Removal**

If the pet owner and RRHA are unable to resolve the Pet Policy violation at the private conference, or if a representative of RRHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, RRHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated.
2. State that the pet owner must remove the pet within a specified period after the effective date of service of the written notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy without further action by RRHA after the expiration of a certain time period.

**T. Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy**

RRHA may initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation.

RRHA may initiate procedures to remove a pet or to terminate the owner's tenancy due to a threat to health or safety at any time in accordance with the provisions of applicable State or local law.

**U. Pet Fees, Deposits Required, Schedule of Pet Fees and Deposit Fees**

Both a Pet Fee and a Pet Deposit are required for each pet at the time of registration.

Type of Pet	Fee	Deposit
Dog	\$50	\$100
Cat	\$50	\$100
Fish Aquarium or Container	\$0	\$0
Caged Pets	\$0	\$0

Any Pet Fee or Pet Deposit required by this Pet Policy shall be paid at the time of approval of the pet and all proof of inoculations and other requirements shall be made available to the RRHA at such time. The Pet Fee is not refundable, nor will it be prorated in the event of move-out before the annual reexamination date.

The Pet Deposit made shall be utilized to offset damages caused by the pet and/or tenant and to prepare the unit for occupancy by another tenant. Any balance, if any, from the Pet Deposit will be refunded to the tenant upon move-out.

**V. Pet Fees**

RRHA requires a non-refundable pet fee to cover additional costs attributable to the pet and not otherwise covered [24 C.F.R. § 960.707(b) (1)]. A schedule of Pet Fees for various kinds of pets is described hereinabove.

Pet Fees will be used only to pay reasonable expenses directly attributable to the presence of a pet, including, but not limited to:

1. The cost of repairs and replacements to the resident's dwelling apartment
2. Fumigation of the dwelling apartment
3. Repairs to common areas of the project
4. The expense of flea elimination

If the Pet Fee is depleted, the fee shall be replaced by the pet-owning resident within thirty (30) days of written notice by RRHA of said depletion.

RRHA will place the fee in an account of the type required under applicable State or local law for pet fees. RRHA must comply with such laws as to retention of the fee, interest, and any other applicable requirements [24 C.F.R. § 960.707(d)].

#### ***W. Payment of Non-Refundable Pet Fee and Pet Deposit in General Occupancy Developments***

Pet owners are required to pay the Pet Fee in addition to any other required amounts. Apartment schedule of applicable Pet Fees is laid out hereinabove.

The Pet Fee must be paid in full before the pet is brought on the premises. The Pet Fee is not part of rent payable by the resident.

Pet owners are required to pay a non-refundable Pet Deposit. Pet owners must pay a deposit in accordance with the schedule laid out hereinabove. The deposit must be paid in full before the pet is brought on the premises. [24 C.F.R. § 5.318(d) (1)]

#### ***X. Use and Refund of Pet Deposits: General Occupancy Developments***

RRHA will refund the unused portion of the Pet Deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or keeps a pet in the apartment. The Pet Deposit will be used for reasonable pet related expenses associated with preparing the unit for a new tenant [24 C.F.R. § 5.318(d) (1)].

1. RRHA will refund the Pet Deposit to the resident, less the costs of any damages caused by the pet to the dwelling apartment, after move-out or removal of the pet from the apartment.
2. The resident will be billed for any amount that exceeds the Pet Deposit.
3. RRHA will provide the resident with a written list of any charges against the Pet Deposit after the move-out inspection. If the resident disagrees with the amount charged to the Pet Deposit, RRHA will provide a meeting to discuss.

#### ***Y. Payment of Non-Refundable Pet Fee: Elderly/Disabled Developments***

Pet owners in elderly- or disabled-designated units are required to pay the Pet Fee, in addition to any other required amounts, in the same manner as residents in general-occupancy developments. Pet owners must pay a Pet Fee in accordance with the schedule laid out hereinabove. The fee must be paid in full before the pet is brought on the premises. The Pet Fee is not part of rent payable by the resident.

**Z. Payment of Refundable Pet Deposit: Elderly/Disabled Developments**

Pet owners in elderly- or disabled-designated units are required to pay the Pet Deposit, in addition to any other required amounts. The Pet Deposit is not part of rent payable by the resident. For residents in elderly- or disabled-designated housing only, at least \$50 of the \$100 refundable Pet Deposit must be paid before the pet is brought on the premises. The remaining \$50 must be paid within 5 months of bringing the pet on the premises.

**AA. Use and Refund of Refundable Pet Deposit: Elderly/Disabled Developments**

RRHA will refund the unused portion of the Pet Deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or keeps a pet in the apartment. The pet deposit will be used for reasonable pet related expenses associated with preparing the unit for a new tenant [24 C.F.R. § 5.318(d) (1)].

1. RRHA will refund the Pet Deposit to the resident, less the costs of any damages caused by the pet to the dwelling apartment, after move-out or removal of the pet from the apartment.
2. The resident will be billed for any amount that exceeds the Pet Deposit.
3. RRHA will provide the resident with a written list of any charges against the Pet Deposit after the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, RRHA will provide a meeting to discuss.



## **CHAPTER 18 - COMMUNITY SERVICE and SELF SUFFICIENCY REQUIREMENT (CSSR) POLICY**

### **PURPOSE**

The Community Service and Self-Sufficiency Requirement is mandated by Congress as a part of the Quality Housing and Work Responsibility Act of 1998. This law requires that all non-exempt public housing adult tenants contribute at least: (i) eight (8) hours per month of community service (volunteer work), (ii) eight (8) hours per month of participation in an economic self-sufficiency program, or (iii) any combination of the activities described in (i) and (ii) above which totals at least eight (8) hours per month [24 C.F.R. § 960.603(a)], as a condition of receipt of Federal Housing assistance. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by the date of each non-exempt adult's annual re-examination. Under this provision of law, noncompliance with the community service and self-sufficiency requirement is a program violation and is grounds for non-renewal of the lease at the end of a 12-month term.

RRHA requires tenants to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by tenants is not acceptable; third party certification must be provided by the entity where the tenant is performing the service.

### **A. Community Service**

For this purpose, "community service" means the performance of voluntary, unpaid work or duties that are of a public benefit, and that 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 (e.g., volunteering for a political campaign).

### **B. Community Service Examples of Eligible Activities:**

Eligible activities include, but are not limited to:

1. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing).
2. Nonprofit organizations serving RRHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs.

3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels.
4. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts.
5. RRHA housing to improve grounds or provide gardens (so long as such work does not alter the scope or cost of RRHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach, and assistance with RRHA-run self-sufficiency activities, including supporting computer learning centers; and,
6. Care for the children of other residents so parents may volunteer.

RRHA may form its own policy regarding accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

**Pursuant to 24 C.F.R. § 960.609, no RRHA may not substitute community service activity performed by a resident for work ordinarily performed by a RRHA employee. However, residents may do community service on RRHA property or with or through RRHA programs to assist with or enhance work done by a RRHA employee.**

### ***C. Economic Self Sufficiency***

For the purpose of satisfying the community service requirement, participating in an Economic Self Sufficiency Program is defined by HUD as any program designed to encourage assist, train, or facilitate economic independence of assisted families or to provide work for such families.

### ***D. Self-Sufficiency - Examples of Eligible Activities***

Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or other job training while not employed.
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers.
3. Higher education (junior college or college).
4. Apprenticeships (formal or informal).
5. Substance abuse or mental health counseling.
6. Reading, financial and/or computer literacy classes.
7. English as a second language and/or English proficiency classes; and
8. Budgeting and credit counseling.

### ***E. Exempt Residents***

All family members over the age of 18 are subject to this requirement unless they meet one of the following exemptions below. Exemptions for adult residents, as codified at 24 C.F.R. § 960.601, include persons who are:

1. 62 years or older.
  - a. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart or is a primary caretaker of such individual.
2. Engaged in work activities for at least 30 hours of each week (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - a. Unsubsidized employment.
  - b. Subsidized private sector employment.
  - c. Subsidized public-sector employment.
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available.
  - e. On-the-job-training.
  - f. Job-searching.
  - g. Community service programs.
  - h. Vocational educational training (not to exceed 12 months with respect to any individual).
  - i. Job-skills training directly related to employment.
  - j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency.
3. Attending secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate, and the member’s attendance is satisfactory for such program.
4. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which RRHA is located including a State-administered Welfare-to-Work program; or,
5. A member of a family receiving assistance, benefits, or services under a

State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State<sup>1</sup> in which the RRHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

RRHA makes the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with RRHA's determination, the resident may dispute the decision through RRHA's Grievance Procedures (see 24 C.F.R. Part 966 Subpart B; 24 C.F.R. § 960.607(b)).

#### ***F. Resident Responsibilities at Lease Execution or Re-examination***

At lease execution and at every annual re-examination, after the effective date of the adopted policy, all adult members (18 or older) of a public housing resident family must:

1. Provide documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used by RRHA to determine whether the tenant is exempt from the CSSR) and,
2. Sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 C.F.R. § 966.4(l) (2) (iii) (D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to RRHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the RRHA as soon as possible.

#### ***G. RRHA Annual Reexamination Process***

Completion of CSSR requirements, or verification of exemption therefrom, is verified annually. At least 30 days before each annual re-examination, RRHA will review the exempt or nonexempt status of each family member, and compliance of non-exempt family members [24 C.F.R. § 960.605(c) (3)]. At each regularly scheduled rent re-examination, each non-exempt family member must present a signed certification on a form provided by RRHA of CSSR activities performed over the previous twelve (12) months. RRHA must obtain third-party verification of completion eligible CSSR activities administered through outside organizations.

Each adult member of the household must sign a Community Service Exemption Certification with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in RRHA files at each annual reexamination or if they become an "exempt adult" at any time between reexaminations that the status should change.

Each exemption from CSSR requirements granted in accordance with this Chapter

is valid until the next annual re-examination which the exempt resident is required to attend. If, at any re-examination or lease expiration, RRHA determines a resident is not exempt or is no longer eligible for an exemption previously granted, then the resident is required to start performing community service or participation in a self-sufficiency activity as of the time the reexamination takes effect. Residents will be provided with a list of exemptions with verification resources for each. Each resident file will include verification of the resident's exempt or non-exempt status and a tracking log for community service or self-sufficiency activities. Upon determination by RRHA that a family has a non-exempt, non-compliant members, RRHA will notify the head of household and con-compliant resident(s) as soon as possible of the non-compliance and of their right to enter into a written agreement to cure the non-compliance and to request a grievance hearing. For each household, the CSSR will be reviewed at each annual reexamination.

#### ***H. Residents Living in RRHA Communities Managed by Other Agencies***

Residents living in public housing managed by other agencies are also required to perform the CSSR and will receive the same information and assistance from their property managers.

#### ***I. Process for Obtaining an Exemption***

At each annual reexamination, residents will be informed if they are automatically exempt from the CSSR (see Annual Reexamination Process above). At the annual reexamination, residents can apply for exemption through self-certification or Third-Party Verification. Residents may **self-certify that**:

1. The resident is 62 years or older.
2. The resident is blind or disabled within the meaning of this Chapter and unable to comply with the service requirement.
3. The resident is the primary caretaker of someone disabled or elderly (self – certification will only apply when such individual is listed as a member of the household of the person requesting the exemption, and RRHA can or has already verified such individual's disabled or elderly status with existing records.)

Residents may not self-certify, and must obtain an exemption form for Third-Party Verification, for any of the following exemptions:

4. The resident is work-exempt via a state welfare/TANF/Social Security Administration (SSA) program with Third-Party Verification from the agency.
5. The resident is the primary caretaker of someone disabled/elderly outside of the household, with Third-Party Verification by an established agency providing oversight, or by the healthcare provider of the elderly/disabled person.
6. The resident is providing childcare for someone doing CSSR with Third-Party Verification by an established agency providing the oversight.
7. The resident is a person with pending SSI application, or SSA/DSS disputes,

with Third Party Verification (this exemption can only be used once, after which the person must actually demonstrate eligibility for SSI, SSA/DSS benefits to claim the exemption.)

8. The resident is sick or suffering from a temporary disability expected to last 60 days or more with Third Party Verification form a Doctor/Medical Provider.

The exemption form and any required verification documents must be returned to Property Management within 30 days of the annual reexamination. When the exemption is granted, it will be in effect until the next annual reexamination. Exemptions requested after the CSSR has been implemented can be granted with approval from the resident's Property Manager and will be in effect until the next annual reexamination.

#### ***J. Community Service***

Non-exempt residents are required to find their own opportunities to perform community service. RRHA may provide residents with a list of volunteer resources and CSSR reporting forms at their resident orientation, lease reading and/ or annual reexamination. To verify community service activities, residents can utilize the reporting forms, meeting minutes and/or other documentation that provides the same information as the reporting form. Service verification documents may be sent or taken to the resident's property management office at any time, or any other place/person designated by RRHA. Residents must keep a copy of their service verification forms since the resident is responsible for ensuring that property management receives the forms by their annual reexamination. Residents may make up any missed CSSR hours during any subsequent month with authorization from their Property Manager.

#### ***K. Resident-Generated Community Service***

"Resident-generated community service" refers to community service activities organized exclusively by public housing residents, and not by a third party. Each RRHA Tenant Council may decide if it wants to provide Third-Party Verification for participation at its council meetings and activities for this purpose. Residents who want credit for community service hours for resident-generated community service not verified by an RRHA Tenant Council must get authorization from their Property Manager prior to performance. Property Managers may allow Third-Party Verification by property management staff for Tenant Council meeting attendance or participation in a resident-generated community activity.

All resident-generated community services meetings and activities verified as performance of the CSSR by a Tenant Council or property management staff must have a minimum of three attendees, and further meet one or more of the following criteria:

1. Promote social connections.
2. Increase community safety, and/or
3. Increase the quality of life for residents.

Under no circumstances shall RRHA serve as Third-Party Verification if a resident performs CSSR inside any resident's unit, or with vulnerable populations (such as the elderly, disabled, or children).

This policy requires that residents applying for the following *exemptions must do so only under the oversight of another agency* (i.e., RRHA property management or Tenant Council verification is not accepted):

1. Primary caretaker of someone disabled or elderly (outside the resident's household).
2. Providing Child Care for someone doing CSSR.

#### **L. RRHA Volunteers**

RRHA may organize and authorize CSSR-eligible activities, such as community clean-ups, but only with the prior approval from both Risk Management and Human Resources.

Factors to be addressed by Risk Management and Human Resources for RRHA volunteers include, but are not limited to, the need for a job description, volunteer orientation, training, safety equipment, and supervision.

#### **M. RRHA Obligations**

1. To the greatest extent possible and practicable, RRHA will:
  - a. Provide names and contacts at agencies that can provide opportunities for tenants, including disabled tenants, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to perform community service is not necessarily exempt from the Community Service requirement).
  - b. Provide in-house opportunities for volunteer service or self-sufficiency programs.
2. RRHA offices will provide the family with: Community Service Exemption Certification Form; Community Service Compliance Certification Form; Record and Certification of Community Service and Self-Sufficiency Activities Form; and Caretaker Verification for Community Service Exemption Form, and a copy of this policy at initial application and at lease execution. Tenants may use the Grievance Procedure if they disagree with RRHA's determination of exempt or non-exempt status.
3. Non-compliance of family member. The responsibility for enforcement of the CSSR will be with RRHA.
  - a. At least thirty (30) days prior to a family's annual re-examination, RRHA will begin reviewing the exempt or non-exempt status and compliance of family members. If RRHA finds a family member to be non-compliant, the RRHA will enter into an agreement with the non-compliant member and the head of household to make up the deficient hours over the next twelve-

(12) month period. If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family would be issued a 30-day notice to vacate by the RRHA, unless the non-compliant member agrees to move out of the unit and a new lease is signed with the family amending its composition accordingly. The family may use the Grievance Procedure to appeal the lease termination, after attending a private conference with the RRHA representative. Non-renewal of a family's lease is RRHA's exclusive remedy for violations of the CSSR requirement; RRHA shall not seek early lease termination or eviction for this purpose.

#### ***N. Noncompliant Residents:***

RRHA may not evict a family due to CSSR non-compliance. However, if RRHA finds a tenant is non-compliant with CSSR, then the RRHA must provide written notification to the tenant of the noncompliance which must include:

1. A brief description of the finding of non-compliance with CSSR.
2. A statement that RRHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the RRHA, or the family provides written assurance that is satisfactory to the RRHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on the RRHA determination as to CSSR non-compliance, in accordance with 24 C.F.R. Part 966, subpart B, and the tenant may exercise any available judicial remedy to seek timely redress for the RRHA's non-renewal of the lease because of such determination.

#### ***O. Enforcement Documentation***

Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, RRHA is required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 C.F.R. § 966.53(c)) due to the fact that the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the RRHA will provide the following procedural safeguards:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease.
2. Right of the tenant to be represented by counsel.
3. Opportunity for the tenant to refute the evidence presented by the RRHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
4. A decision on the merits.



## **CHAPTER 19 - DEBTS TO RRHA**

### **PURPOSE**

This Chapter describes RRHA's policies for the recovery of outstanding debts owed to RRHA by families. "Outstanding debt" (or merely "debt") for the purpose of this chapter includes all tenant charges not paid by the time required in the Dwelling Lease for such charge. This chapter describes the methods that will be utilized for collection of outstanding debt and the guidelines for different types of debts. It is RRHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support RRHA'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 outstanding debts, including for retroactive rent as may be provided in this ACOP, RRHA may make every lawful effort to collect it. RRHA will use a variety of collection tools to recover outstanding debts including, but not limited to:

- i. Requests for lump sum payments
- ii. Repayment agreements
- iii. Collection agencies
- iv. Credit bureaus
- v. Judicial collections

### **A. *Payment Agreement for Families***

A Repayment Agreement is a document entered into between RRHA and a person(s) who owes a debt to RRHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to RRHA upon default of the agreement.

Repayment Agreements will be administered by the development to which the debt is owed.

RRHA may offer or agree to any of the following terms when a Repayment Agreement is requested:

1. Deny the request and require the family to pay the debt in full.
2. Allow the family to pay either one-quarter (25%) or one-half (50%) of the full amount owed as a down payment and enter into a repayment agreement for the balance to be repaid in 12 equal monthly installments, without interest.
3. Repayment agreements for retroactive charges (such as retroactive rent as provided by this ACOP) shall be at the discretion of the Property Manager, Director of Property Management, or authorized designee.

4. With exception of extreme circumstances, all debts covered by a Repayment Agreements must be paid within a maximum of twelve (12) months from the date the Repayment Agreement is executed.

### ***B. Late Payments***

Payment under the Repayment Agreement will be considered to be late if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment for the agreement is late, the total balance will be due and payable as of the first day of the month following the month in which payment was missed or made late.

If the balance of a Repayment Agreement is called as due and payable in accordance with this section, no other Repayment Agreement may be requested or offered for the debt concerned.

### ***C. Transfer Requests***

If the family requests a transfer (other than a mandatory transfer, as such term is used in this ACOP) to another unit and has a Repayment Agreement in place, and the Repayment Agreement is not in arrears, the family will be required to pay the balance in full prior to the unit transfer.

### ***D. Certain Repayment Agreements Not Authorized***

There are some circumstances in which RRHA will not enter into a Repayment Agreement. They are:

1. If the family already has a payment agreement in place.
2. If RRHA determines that the family has committed program fraud.
3. If RRHA determines that the debt, due to fraud or failure to report income, is so large that the monthly payment cannot be agreed upon given the family's monthly income.
4. If the family payment history is poor.

### ***E. Guidelines for Payment Agreements***

Payment agreements will be executed between RRHA and the head of household only.

Monthly payments may be decreased in cases of hardship with prior notice of the family circumstances, verification of the hardship, and the approval of the Regional Director. No decrease in monthly payments due to hardship will be granted retroactively.

### ***F. Special Repayment Agreements.***

Notwithstanding anything in this Chapter to the contrary, RRHA reserves the right, in its sole and unreviewable discretion, to authorize Repayment Agreements with terms or conditions different than the general policies laid out in this Chapter. Such special Repayment Agreements may include agreements with a longer or shorter repayment term, agreements differing amounts of monthly payments (including

income-based repayment agreements), agreements for certain kinds of debt not authorized by this Chapter, or other unique terms and conditions permitted by applicable law.

Property Management staff may execute such special repayment agreements only upon written authorization of one of the following RRHA officers:

1. The Chief Executive Officer,
2. The Chief Operating Officer (or the most similar RRHA officer thereto), or
3. The General Counsel.

### ***G. Debts Due to Fraud/Non-Reporting of Information***

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive, or mislead. RRHA will not offer Repayment Agreements to cover outstanding debts caused by or attributable to program fraud except as authorized in this section.

Families are required to reimburse RRHA if they were charged less rents than required because the family underreported or failed to report income. RRHA is required to determine retroactive rent amounts as far back as the date it has documentation of family unreported income. Families who owe money to RRHA due to suspected program fraud will be reported to the appropriate legal authorities for possible criminal prosecution if the amount is \$10,000 or more. If the amount is less than \$10,000 a payment agreement may be set up in RRHA's discretion only. The head of household will receive a 21/30-day lease violation notice which shall be placed in their file folder.

### ***H. Writing Off Debts***

RRHA may regard certain debts as uncollectable and write off such debts from RRHA's books if:

1. A determination is made that the debtor is judgment proof; or
2. The debtor is deceased.

Writing off of debts does not preclude RRHA from collecting at a future date, i.e., re-occupancy/readmission.

### ***I. Notice of Satisfaction***

Residents who have a judgment for RRHA debts against them due to court action may have a notice of satisfaction mailed to the court after the judgment amount has been paid in full to RRHA. RRHA will send a Notice of Satisfaction to the General District Court monthly as appropriate or otherwise upon request.

### ***J. Reconciliation of Accounts of Vacated Tenants***

The accounts of vacated tenants will be reconciled within 45 days after the tenant vacates the unit. If tenant is due a refund (such as for a security deposit), all necessary papers will be forwarded to Finance to process the refund in accordance with the law.

In cases where the vacated tenant owes RRHA a balance, the account shall be reconciled in accordance with this procedure and forwarded to the Regional Director within 15 business days after processing the termination. The former tenant will be mailed a copy of the reconciliation letter (forwarding address or the last known address) stating charges owed RRHA.

Based on the known facts pertaining to the account, the Regional Director will approve or recommend the approval of the request. After all approvals have been obtained, the account maybe forwarded to Finance to be sent to a collection agency for garnishment of wages and other collection measures.

***K. Reporting of Debts Owed to RRHA at End of Participation***

In accordance with HUD guidelines, debts owed to RRHA will be reported at termination in the following way:

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs.

HUD requires RRHA to report certain information at the conclusion of a family's participation in a HUD rental assistance program. This information will be entered into HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants. RRHA is required to use this system in accordance with HUD regulation 24 C.F.R. § 5.233. RRHA will provide notice to all residents on what information RRHA is required to provide HUD, who will have access to this information, how this information is used and their rights. The following information is collected by RRHA about each member of the household (family composition):

1. Full Name; and
2. Date of Birth; and
3. Social Security Number

The following adverse information will be collected and reported to HUD once a family's participation in the housing program has ended, whether they voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance owed to RRHA (up to \$500,000) and explanation for balance owed (i.e., unpaid rent or other charges such as damages, utility charges, etc.); and
2. Whether or not they have entered into a repayment agreement for the amount that they owe RRHA; and
3. Whether or not they have defaulted on a repayment agreement.
4. Whether or not they have filed for bankruptcy; and
5. The negative reason(s) for their end of participation or in the housing program or any negative status as of the end of participation date (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.).

Debt owed and termination information will be reported to and maintained in EIV for a period of up to ten (10) years from the end of participation date.

The resident's filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, RRHA, upon receipt of documentation provided by the resident that the debt was included in their bankruptcy filing and/or this debt has been discharged by bankruptcy court, will update the resident record to include the bankruptcy indicator.

#### ***O. Disputing Reported Debt or Termination Information***

If a resident disagrees with the information RRHA reported, they should contact RRHA in writing at Richmond Redevelopment and Housing Authority, 901 Chamberlayne Parkway, Richmond, VA, 23220. At the resident's request, RRHA will provide a copy of the Debts Owed and Termination Report. The resident must inform RRHA why they dispute the information and provide any documentation that supports their dispute. Disputes must be made within three (3) years from the end of participation date. Otherwise, the debt and termination information will be presumed correct. Only RRHA can delete or correct adverse information from records reported by RRHA.

RRHA will notify the resident in writing of its action regarding their dispute within 30 days of receiving their written dispute. If RRHA determines that the disputed information is incorrect, RRHA will update or delete the record. If RRHA determines that the disputed information is correct, RRHA will provide explanation as to why the information is correct.

## CHAPTER 20 - PROGRAM INTEGRITY

### PURPOSE

RRHA is committed to assure that the proper level of benefits is provided to all residents, and that housing resources reach only income-eligible families so that program integrity can be maintained.

RRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the RRHA's policies for the prevention, detection and investigation of program abuse and Resident fraud.

### PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide PHAs with a powerful tool for preventing errors and program abuse. PHAs are required to use the EIV system in its entirety at annual reexamination in accordance with HUD administrative guidance [24 CFR 5.233]. PHAs are further required to:

- Provide applicants and residents with form HUD-52675, "Debts Owed to PHAs and Terminations"
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file

### PHA Policy

The PHA anticipates that the vast majority of families and PHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that the PHA's program is administered effectively and according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will provide each applicant and resident with a copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.

The PHA will provide each applicant and resident with a copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12. In addition, the PHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

The PHA will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease. The PHA will discuss program compliance and integrity issues. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them. The PHA will routinely provide resident counseling as part of every reexamination interview in order to clarify any confusion pertaining to program rules and requirements.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

DRAFT

The PHA will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family member.

The PHA will provide each PHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

At every regular reexamination the PHA staff will explain any changes in HUD regulations or PHA policy that affect residents.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

### ***A. Criteria for Investigation of Suspected Abuse and Fraud***

Under no circumstances will RRHA undertake an inquiry or an audit of a resident family arbitrarily or retaliatory. RRHA's expectation is that Resident families will comply with HUD requirements, the provisions of the Dwelling Lease, and other program rules. RRHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, RRHA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to RRHA's attention, to investigate such claims.

RRHA will initiate an investigation of a resident family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. RRHA will follow up on referrals from other agencies, companies or persons which are received by mail, or in person, which allege that a resident family is in non-compliance with, or otherwise violating, the lease or the program rules. Such follow-up will be made only if the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the resident file.
2. Internal File Review. A follow-up will be made if RRHA staff discovers (as a function of certification or annual or interim re-examination or a quality control review) information or facts which conflict with previous file data or RRHA's knowledge of the family or are discrepant with statements made by the family.
3. Verification or Documentation. A follow-up will be made if RRHA receives independent verification or documentation that conflicts with representations made in the resident file (such as public record information or credit bureau reports or reports from other agencies).

### ***B. Steps RRHA Will Take to Prevent Program Abuse and Fraud***

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to



establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by resident families.

1. Things You Should Know: The program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the RRHA's expectations for cooperation and compliance.
2. Program Orientation Session: Mandatory orientation sessions will be conducted by Housing Management at the time of initial occupancy. At the conclusion of all New Resident Orientation sessions, the family representative must sign all applicable forms to confirm that all rules and pertinent regulations were explained to them.
3. Resident Counseling: RRHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
4. Review and Explanation of Forms: RRHA will explain all required forms and review the contents of all (re)certification documents prior to signature.
5. Use of Instructive Signs and Warnings: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
6. Third-Party Verifications: RRHA will use third party verification whenever possible, and if using resident-supplied or other documents for verification purposes, RRHA will document the attempts to obtain third party verification.

### ***C. Steps RRHA Will Take to Detect Program Abuse and Fraud***

RRHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews: Prior to initial certification, and at the completion of all subsequent recertification, each Resident file will be reviewed. Such reviews shall include, but are not limited to:
  - a. Changes in reported Social Security Numbers or dates of birth.
  - b. Authenticity of file documents.
  - c. Third party and other verifications
  - d. Differences between reported income and expenditures.
  - e. Review of signatures for consistency with previously signed file documents.
2. Observation: RRHA Management Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
3. Public Record Bulletins: may be reviewed by Management and Staff.
4. State Wage Data Record Keepers: Inquiries to State Wage and Employment recordkeeping agencies as authorized under Public Law 100-628 and the

Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

- a. Use of EIV and Third-Party Computer Matching Verification: RRHA shall use the Enterprise Income Verification and other computer matching systems for the determination of income, and other information that is available through computer matching.
- b. Credit Bureau Inquiries: Credit Bureau inquiries may be made (with proper authorization by the tenant) if, at the time of final eligibility determination, a tenant's expenditures exceed the tenant's reported income, and no plausible explanation is given.

#### ***D. RRHA's Handling of Allegations of Possible Abuse and Fraud***

RRHA staff will encourage all Resident families to report suspected abuse. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the Resident file. All allegations, complaints, and tips will be carefully evaluated in order to determine if they warrant follow-up. The Property Manager or other RRHA staff will not follow up on allegations that are vague, non-specific, or which contain no independently verifiable details. They will only review allegations which contain one or more independently verifiable facts. If follow-up is warranted, RRHA will observe the following:

1. File Review. An internal file review will be conducted to determine:
  - a. If the subject of the allegation is a resident of RRHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.
  - b. It will then be determined if RRHA is the most appropriate authority to do a follow-up (rather than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
2. Conclusion of Preliminary Review: If at the conclusion of the preliminary file review there exist fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Property Manager, Eligibility Specialist, or other appropriate personnel will initiate an investigation to determine if the allegation is true or false.

#### ***E. How RRHA Will Investigate Allegations of Abuse and Fraud***

If RRHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, RRHA will secure the written authorization from the program participant for the release of information when required by applicable law.

1. Credit Bureau Inquiries: In cases involving previously unreported income sources, a credit history inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.
2. Verification of Credit: In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the nature of any identified discrepancy.
3. Employers and Ex-Employers: Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
4. Neighbors/Witnesses: Neighbors or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to RRHA's review may be interviewed.
5. Other Agencies: Investigators, caseworkers or representatives of other benefit agencies may be contacted.
6. Public Records: If relevant, RRHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked include real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.
7. Interviews with Head of Household or Family Members: RRHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate property management office. A high standard of courtesy and professionalism will be maintained by the RRHA staff person conducting interviews. Under no circumstances will a resident's inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If necessary, an additional staff person will attend such interviews.

***F. Placement of Documents, Evidence and Statements Obtained By RRHA***

Documents and other evidence obtained by RRHA during the course of an investigation will be considered "work product" and will either be kept in the Resident file, or in a separate "work file." In either case, the Resident file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among RRHA staff unless they are involved in the process or have information that may assist in the investigation.

***G. Conclusion of RRHA's Investigative Review***

At the conclusion of the investigative review, the reviewer will report the findings to their supervisor or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

***H. Evaluation of the Findings***

If it is determined that a program violation has occurred, RRHA will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud, lease violation, etc.).

2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the tenant because of the violation?
4. Whether the family eligible for continued occupancy in light of the violation.

### ***I. Action Procedures for Violations Which Have Been Documented***

Once a program violation has been documented, RRHA will propose the most appropriate remedy based upon the type and severity of the violation.

#### **1. Procedural Non-compliance**

This category applies when the Resident fails to observe a procedure or requirement of RRHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- a. Failure to appear at a pre-scheduled appointment.
- b. Failure to return verification in time period specified by RRHA. In such cases a notice will be sent to the family which contains the following:
  - o A description of the non-compliance and the procedure, policy or obligation which was violated.
  - o The date by which the violation must be corrected, or the procedure complied with.
  - o The action that will be taken by RRHA if the procedure or obligation is not complied with by the date specified by RRHA.
  - o The consequences of repeated (similar) violations.

#### **2. Procedural Non-compliance Resulting in Retroactive Rent**

- a. When the resident owes money to RRHA for failure to report changes in income or assets such that the resident's monthly rent for prior months must be retroactively increased, RRHA will issue a Notification of Underpaid Rent. This Notice will contain the following:
  - i. A description of the violation and the date(s).
  - ii. Any amounts owed to the PHA.
  - iii. The right to disagree and to request a grievance hearing with instructions for the request of such hearing.

#### **b. Resident Fails to Comply with RRHA's Notice**

If the resident fails to comply with RRHA's notice, and a material provision of the lease has been violated, RRHA will initiate termination of tenancy.

#### **c. Resident Complies with RRHA's Notice**

When a resident complies with RRHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision that was violated. The staff person will document to the resident file that the resident has complied.

### 3. Intentional Misrepresentation

When a resident falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the tenant, RRHA will evaluate whether or not:

- i. the resident had knowledge that his/her actions were wrong, and
- ii. that the resident willfully violated the lease or the law.

#### a. Knowledge that the action or inaction was wrong:

This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

#### b. The resident willfully violated the law:

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- i. An admission by the resident of the misrepresentation.
- ii. That the act was done repeatedly.
- iii. If a false name or Social Security Number was used.
- iv. If there were admissions to others of the illegal action or omission.
- v. That the resident omitted material facts which were known to them (e.g., employment of self or another household member).
- vi. That the resident falsified, forged, or altered documents.
- vii. That the resident uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

### ***J. Resident Conference for Serious Violations and Misrepresentations***

When RRHA has established that material misrepresentation(s) have occurred, a Resident Conference will be scheduled with the family representative and the RRHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed lease termination action by RRHA. The purpose of such conference is to review the information and evidence obtained by RRHA with the tenant, and to provide the Resident an opportunity to explain any document findings which conflict with representations in the Resident file. Any documents or mitigating circumstances presented by the Resident will be taken into consideration by RRHA. The Resident will be given 5 days after the date of the conference to furnish any mitigating evidence.

A secondary purpose of the Resident Conference is to assist RRHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, RRHA will consider:

- i. The duration of the violation.

- ii. The tenant's ability to understand the rules.
  - iii. The tenant's willingness to cooperate, and to accept responsibility for their actions.
  - iv. The amount of money involved.
  - v. The tenant's past history with RRHA.
  - vi. Whether or not criminal intent has been established.
  - vii. The number of relevant false statements made.
1. Disposition of Cases Involving Misrepresentation
- In all cases of misrepresentations involving efforts to recover monies owed, RRHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:
- a. Criminal Prosecution: If RRHA has established criminal intent, and the case meets the criteria for prosecution, RRHA may:
    - i. Refer the case to HUD's RIGI, and terminate rental assistance.
  - b. Administrative Remedies: RRHA may:
    - i. Terminate tenancy and demand payment of restitution in full.
    - ii. Terminate tenancy and execute an administrative repayment agreement in accordance with the RRHA's Repayment Policy.
    - iii. Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with RRHA's Repayment Policy.
2. Notification to Resident of Proposed Action
- RRHA will notify the Resident of the proposed action no later than 15 business days after the Resident conference by mail. Such notice may include, if appropriate, a notice of lease termination issued in accordance with applicable law.

## CHAPTER 21 - LEASE TERMINATION

### **PURPOSE**

The RRHA Dwelling Lease is a yearly lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. The RRHA may refuse to renew the lease at the time of reexamination or annual lease renewal in certain circumstances, or it may initiate a termination action against a resident for non-payment of rent, for serious or repeated violations of the lease, or for other good cause.

All timeframes for Termination Notices as stated herein shall be construed to comply with all applicable law in effect as of the date RRHA sends the Notice. By way of example, and not of limitation, RRHA may provide for a longer timeframe in a Termination Notice for nonpayment of rent when such timeframe is required under HUD regulation or guidance in response to an emergency.

All termination notices will be accompanied by the Violence Against Women Act (VAWA) Notice of Occupancy Rights (HUD Form 5380)

### **A. Voluntary Terminations**

1. Required Notice: Before a resident vacates the unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the management office. The resident's obligation to pay rent continues until the end of the notice period and until the keys are returned to Management, except if the unit is re-rented sooner in accordance with the other provisions of this chapter. Except as may otherwise be provided herein, once a resident has given written notice of lease termination, the resident is not permitted to cancel, revoke, or otherwise change the notice.
2. Modification of Notice: If a resident gives RRHA notice of termination, RRHA may, in the sole discretion of Management and upon the written consent of the Property Manager, permit an extension of the effective vacate date in such notice if one of the following conditions is met: (i) the unit has not been shown and accepted for re-rental by a new or transferring resident, or (ii) in case of other hardship by the vacating resident.
3. Vacates Due to Death, Illness, or Nursing Home Admission: In general, a 30-day written notice from a family member will be required in the event of a resident's death, illness, or admission to a nursing home or similar facility. However, the Management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit. In such cases, the Director of Public Housing may allow for a shorter notice period if circumstances warrant it.
4. Moving Without Notice: If a resident moves without giving proper notice (known as a "skip") or does not return the keys to Management, the resident may be sent an abandonment notice specifying the date management became aware of the "skip." Management may follow up with legal action to recover the unit.

5. **Negotiated Vacates or Evictions:** Occasionally, a vacate date is negotiated as part of a court settlement, a hearing settlement, to avoid a termination action, or if the Resident is evicted. In these cases, no further written notice is required from any party.
6. **Rent Cut-off Dates:** Rent will be charged through the effective date of the resident's vacate notice. If the resident vacates before the end of notice period, turns in the keys to management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating Resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.
7. **Abandonment:** If a resident is absent from the unit for at least seven consecutive business days, and rent is unpaid, the Property Manager may enter the dwelling unit to check for damages or emergencies in order to protect RRHA's property. The Property Manager shall immediately after such determination send the Residents a letter advising the Resident that no response is made within seven business days of the date on the letter, RRHA will conclude that the Resident has abandoned the unit, and that RRHA will take possession of the tenant's unit and consider any property left by the Resident abandoned. Any such property will be disposed of in accordance with applicable law.
8. If a resident fails to vacate a unit on the vacate date specified in the resident's notice of termination, or on such date otherwise agreed to by the resident and Management in accordance with this chapter, Management may file an Unlawful Detainer action in court alleging an illegal holdover tenancy past the termination date of the Lease.

***B. Termination of Lease for Nonpayment of Current or Retroactive Rent:***

If payment of rent or other charges due under the Lease is not made in the manner provided in the Lease, the Property Manager shall proceed to terminate the Lease. If retroactive rent becomes due, the Resident must promptly pay such rent. No extension for payment of retroactive rent will be made except as provided under this ACOP and applicable law. Procedure for termination for nonpayment of retroactive rent is the same as termination for current rent or other charges due under the Lease.

1. **Timing of Notice:** If rent or any other charge due and owing under the Lease is not paid in full by the eighth day of the month (or, for charges other than rent, such other time as the Lease may provide for such charge), a Late Payment Notice and a Notice of Termination will be sent to the resident, informing the resident that the Dwelling Lease will be terminated if payment is not made within 14 days. After the expiration of the 14-day period, an Unlawful Detainer will be filed against the resident in the appropriate court.



During the period for which HUD requires PHAs to provide no less than 30 days' notice of lease termination for nonpayment of rent, RRHA will give the tenant a 30-day notice of termination for nonpayment of rent. If the HUD requirement is no longer in place, then RRHA will issue ~~a 14-day~~ 14-day notice of termination for nonpayment of rent.

2. State Law Regarding Termination for Non-Payment: The Unlawful Detainer will be served on the resident household. Applicable law governing Unlawful Detainer actions and hearings and procedures will be followed.
3. Writ of Eviction; Physical Eviction: If the court rules in the RRHA's favor and issues a judgment for possession, acceptance of any payment is at the discretion of RRHA and will be accepted with reservation in accordance with the Virginia Residential Landlord and Tenant Act, and the resident must voluntarily move before any writ of eviction is executed or be physically moved out in the presence of the sheriff.

***C. Termination of Lease for Violations Other Than Non-Payment of Rent, Criminal Activity, or Health and Safety***

When it becomes necessary to consider termination of a lease for grounds other than nonpayment of rent (or for a public safety violation, as defined herein), and prior to sending a termination notice, Management may, but is not required, to make reasonable efforts to arrange a meeting with the resident to determine the reason for failure to comply with the Lease. In such a case, Management will notify the Resident in writing that the Lease may have been breached and request a meeting with the resident. The meeting shall endeavor to obtain sufficient facts from the Resident so that RRHA can determine whether or not the lease has been breached. If the Property Manager is unable to reasonably confirm the alleged breach of the lease, RRHA shall document the incident in detail but will take no further legal action on the matter at that time.

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

If the Property Manager determines that there has been a breach of the Lease other than nonpayment of rent (or a public safety violation), the Manager may, but shall not be required, to provide the Resident with appropriate counseling or refer him for counseling or services in order to cure the breach and to avoid similar, future situations. If the situation has not been corrected within a timeframe determined by the Property Manager, lease enforcement procedures may be initiated as described herein below.

Notwithstanding any contrary provision of this Chapter, if a breach which is a public safety violation occurs, the procedure "Public Safety Interdiction" described below shall apply in all cases.

Copies of notices, summaries of any meetings and counseling sessions, and other pertinent documents will be placed in the tenant's file.

#### 1. REMEDIABLE VIOLATIONS; REPEATED VIOLATIONS

When a Resident receives a first written notice for Resident to come in to discuss possible lease violation (if such meeting was attempted in the discretion of RRHA), or otherwise upon receipt of information by RRHA that such a lease violation has occurred, the Property Manager will begin the following process:

- a. If any violation of the Lease (other than for nonpayment of rent or other charges, or safety public safety violation) is remediable or curable, and counseling (if attempted in the Property Manager's discretion) has failed to remedy or cure the violation, Management shall issue Resident a notice stating that if such violation is not remedied or cured within 21 days of such notice, the Lease will terminate within 30 days of such notice (hereafter, a "21/30").
- b. If the resident fails to remedy or cure any violation cited in the 21/30 within the 21-day period, the Lease will terminate, and no new notice of termination need be issued.
- c. If any Resident who has received a 21/30 commits a subsequent violation of the lease similar to that identified in the 21/30 within the 18-month period after the 21/30 is issued, such subsequent violation shall not be considered remediable or curable, and, the Property Manager will mail a Notice of Termination to the Resident setting a date, 30 days later, for actual termination of the lease. One copy of this Notice of Termination shall be sent by regular mail and another copy shall be sent by certified mail. The Property Manager will immediately request a meeting with the Resident to explain that because of repeated or multiple violations of the lease within an 18-month period are the reasons for the lease termination; provided, however, that failure to conduct such a meeting shall be no bar or defense to judicial lease enforcement.
- d. At the end of any 30-day period lease termination period, if the Resident has not moved, an unlawful detainer action seeking possession of the premises will be served.

#### 2. NON-REMIABLE VIOLATIONS

If any resident commits a violation of the Lease (other than for nonpayment of rent or other charges, or in cases of any condition which poses an imminent risk to health or safety), and such violation cannot be remedied or cured, Management shall issue a notice of termination specifying that the Lease will terminate 30 days from the date such notice is issued. No violation involving fraud, criminal activity, or any other willful act which imminently threatens health

and safety shall be considered remediable or curable, except as may be provided in the procedure "Public Safety Interdiction" described herein below.

### 3. Grievance Procedure – Effect on Termination

If the Resident files a grievance, all termination actions (except for those based on criminal or drug-related activity, or any willful conduct which poses an imminent threat to health and safety) shall stop until a final determination on the grievance is made. At that time, the decision of the hearing panel on the grievance will prevail, unless Director of Public Housing determines that:

- a. The grievance does not concern management's action or failure to act in accordance with or involving complainant's lease or management regulations which adversely affect complainant's rights, duties, welfare, or status; or
- b. The decision of the hearing panel is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and management.

A grievance for nonpayment of rent requires special considerations. (See Tenant Grievance Procedure).

## **D. Emergency Termination**

Notwithstanding any contrary provision of this Chapter, any Lease may be terminated after a notice period not less than 24 hours in the event of violations involving criminal or drug-related activity, or which otherwise imminently threatens the health and safety of the community, Authority employees, or the general public.

1. Reasons for Termination: Management will act promptly to effect an emergency termination in response to the following violations:
  - a. any violent or drug-related criminal activity on, near, or of RRHA premises; or
  - b. any willful conduct which poses an imminent threat to health and safety to any individual in the immediate vicinity of the premises.
2. Emergency Notice of Lease Termination: The Emergency Notice of Lease Termination will be in writing and will be either hand delivered to the resident or an adult member of the resident's household and/or sent by first class mail. The termination notice will specify the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and specify the precise date and time the Lease will terminate, which shall not be less than 24 hours after the time the Notice is hand-delivered. If the violation is considered remediable within the meaning of this ACOP, then such termination notice will specify that the condition must be remedied or cured prior to the date and time such notice provides that this lease will terminate. A grievance on the identified violation, if grievable, must be requested in writing within ten business days of the termination notice. (No emergency termination premised on the criminal activity of any individual will be grievable.)

3. Action for Resident Failure to Vacate on the Date of the Termination Notice: If a resident does not vacate by the date and time specified in the Emergency Termination Notice, and no other agreement between resident and management has been negotiated, an Unlawful Detainer will be filed in the appropriate court. A Writ of Eviction may be issued by the court and served on the resident. If the resident still does not return the property to RRHA by vacating, the resident will be physically moved in the presence of the Sheriff.

E. VAWA Protections against Termination [24 CFR 5.2005(c)]

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated violations of the lease by the victim or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13]

• Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears. PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]

While VAWA prohibits a PHA from using domestic violence, dating violence, sexual assault, stalking, or human trafficking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

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

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

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Outline numbered + Level: 4 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

HUD regulations define actual and imminent threat to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)].

#### PHA Policy

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

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

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

#### Documentation of Abuse [24 CFR 5.2007]

#### PHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking claims protection under VAWA, the PHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual's file.

### Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or remove a household member from a lease, “in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing” [FR Notice 8/6/13]. Moreover, HUD regulations impose on the PHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, stalking, or human trafficking [see 24 CFR 966.4(e)(9)].

Specific lease language affirming the PHA’s authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if the PHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the PHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07].

However, perpetrators should be given no more than 30 days’ notice of termination in most cases [Notice PIH 2017-08].

#### PHA Policy

The PHA will bifurcate a family’s lease and terminate the tenancy of a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the PHA by the victim in accordance with this section and section 16-VII.D. The PHA will also consider the factors in section 13.III.E. Upon such consideration, the PHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered under VAWA.

3-

### ***E.F. Public Safety Interdiction***

Formatted: Font: (Default) Arial, 12 pt  
Formatted: Normal, No bullets or numbering

Notwithstanding the foregoing, this Public Safety Interdiction procedure shall apply in all cases where a lease violation based on any criminal activity, or any willful conduct which poses an imminent threat to health and safety, is believed to have occurred.

This procedure shall apply whenever a breach of lease based on the following grounds is suspected: (i) any breach of lease premised on the criminal activity of any individual; and (ii) any breach of lease premised on willful conduct which previously posed or currently poses an imminent threat to the health or safety of any individual, irrespective of whether such conduct is criminal in nature. Such a violation is hereby referred to in this ACOP as a “**public safety violation.**”

**1. Categories of public safety violations.** A public safety violation may be classified as “life-threatening” or “not life threatening,” and may be considered “remediable” or “non-remediable.”

a. **Life-threatening public safety violation.** A life-threatening public safety violation is one which RRHA reasonably believes poses a present or ongoing risk of imminent serious harm to the health or safety of any individual. Examples of such violations include (without limitation):

- i. A present and unresolved violent criminal act (e.g., an ongoing assault, robbery, or kidnapping).
- ii. A pattern of ongoing or repeated violent criminal acts (e.g., a pattern of regular drive-by shootings).
- iii. A previous or completed violent criminal act which RRHA reasonably believes may be imminently repeated or reprised without immediate interdiction (e.g., domestic violence, attempted homicide).
- iv. Any criminal act, whether violent or non-violent, which RRHA reasonably believes indicates a propensity to commit a violent criminal act in the immediate future (e.g., threats, possession of explosives or certain firearms).
- v. An ongoing non-violent act, whether criminal or non-criminal, which poses a present risk of serious harm to any individual (e.g., the operation of a laboratory for producing methamphetamine).
- vi. Any criminal act to which the felony murder rule would apply under applicable law.

b. **Not life-threatening violations.** A public safety violation which is not life threatening is one which RRHA does not reasonably believe poses a present or ongoing risk of imminent serious harm to the health or safety of any individual. Examples of such violations include (without limitation):

- i. Any non-violent criminal activity (e.g., financial crimes, non-violent drug crimes).
- ii. Previous or completed violent acts which, in RRHA’s reasonable belief, pose minimal risk of being repeated or reprised.

iii. Any previous attempted or completed public safety violation caused by a suspected perpetrator who is no longer a risk to public safety (e.g., suspect is in police custody; suspect is deceased).

c. **Remediable violation.** A remediable public safety violation is one for which, in RRHA's reasonable belief, the perpetrator thereof may be rehabilitated through counseling, social services, or similar measures such that the perpetrator is unlikely to commit future public safety violations while in RRHA public housing.

d. **Non-remediable violation.** A non-remediable public safety violation is one which meets either of the following criteria:

- i. In RRHA's reasonable belief, the perpetrator of such violation cannot be rehabilitated such that the perpetrator is unlikely to commit future public safety violations, OR
- ii. The public safety violation and the harm caused thereby to any other individual (including physical harm as well as mental or emotional trauma) or to any real or personal property (including the property of RRHA) is, in RRHA's reasonable belief, of such a nature or severity that it cannot be remediated.

2. **Public Safety Interdiction Conference.** Whenever RRHA believes a public safety violation has occurred, a Public Safety Interdiction Committee (a "Committee") shall be impaneled. Such Committee shall include, at minimum, the Director of Public Safety (or their designee), the Director of Public Housing (or their designee), and the Director of Resident Services (or their designee). Notwithstanding the foregoing, either RRHA's General Counsel or Housing Compliance Officer may join the Committee as a substitute for any required party if necessary. The Committee shall schedule a Public Safety Interdiction Conference (a "Conference") in accordance with this Chapter to determine whether the violation is remediable or non-remediable, and, if remediable, upon what terms and conditions the violation may be considered remediated.

a. **When the Conference must occur.**

- i. **Life-threatening violations.** If the public safety violation is life-threatening, the Committee shall meet and conduct its assessment within 24 hours of the time such violation came to RRHA's attention, or the soonest administratively practicable time thereafter, accounting for the nature and urgency of the violation. In any case, no notice of lease termination may issue until the Committee has met to assess the violation.
- ii. **Violations which are not life-threatening.** If the public safety violation is not life-threatening, the Committee shall meet within 30



days of the date such violation came to RRHA's attention, accounting for the nature and urgency of the violation. A 21/30 or 30-day notice of lease termination may issue prior to the Committee's meeting, but the Committee should endeavor to conduct the Conference prior to the first return date of any Unlawful Detainer filed in relation to such violation. ***In no case may the Committee's failure to conduct a Conference prior to the first return date of any Unlawful Detainer constitute a defense to such Unlawful Detainer.***

- b. **Scheduling the Conference.** The head of household of the family believed to have committed the violation must be afforded an opportunity to attend the Conference and to present arguments and evidence on the family's behalf. The Committee shall give the family written notice of the scheduled date and the time of the Conference. For life-threatening violations, such notice shall be issued to the family as soon as is practicable under the circumstances. For violations which are not life-threatening, notice shall be issued no less than 10 business days prior to the scheduled date of the Conference.
- c. **Family requests to reschedule Conference.** Once the Conference is scheduled and notice thereof is issued to the family, the family must contact RRHA to request any rescheduled date and time for the Conference. For violations which are not life-threatening, such request must be made in writing not less than five (5) business days after notice of the Conference is issued. For violations which are life threatening, such request must be made as soon as is practicable under the circumstances and need not be in writing. The Committee must not unreasonably deny requests to reschedule a Conference for a life-threatening public safety violation.
- d. **If family fails to attend Conference.** If a family fails to attend a scheduled Conference relating to a violation which is not life-threatening, or does not timely request to reschedule such Conference, the Committee may, in its discretion, either reschedule the Conference or conduct the Conference in the absence of the family. If a family fails to attend a scheduled Conference relating to a life-threatening violation or does not timely request to reschedule such a conference, the Committee must attempt to reschedule the conference for a time not less than 24 hours after the date and time of the originally scheduled Conference. If the family fails to respond to the Committee's attempt to reschedule the Conference, or fails to attend the rescheduled Conference, the Committee may, but is not required, to conduct the Conference in absence of the family.
- e. **Procedures for Conference.** The Conference is neither an informal hearing nor a formal grievance proceeding as such terms are used within the ACOP and applicable law. The Committee shall have no power to subpoena records or evidence, nor to compel testimony from any individual.

Neither the Federal nor Virginia Rules of Evidence, nor the United States Administrative Procedures Act or the Virginia Administrative Process Act, shall apply to such proceeding. The Committee shall not refuse any family member's request to have counsel present at the Conference, provided that the Committee may also be represented by the RRHA General Counsel or other counsel as preferred. No individual other than the Committee members, members of the family, and their respective counsel may attend, unless the Committee consents to such other individual's presence for the limited purpose of offering evidence or testimony germane to the proceeding.

**3. Findings, outcome of Conference.** At the Conference, the Committee shall determine whether the violation is remediable or non-remediable. If Committee determines that the violation is remediable, it will determine the terms and conditions upon which the violation may be considered remediated.

**a. Criteria for determining whether violation is remediable.**

The Committee may consider, without limitation, each of the following criteria when determining if a violation is remediable:

- i. The nature of the violation, including whether it is violent or non-violent and criminal or non-criminal.
- ii. The degree to which any persons or property were harmed by the violation.
- iii. The characteristics of the perpetrator, including whether the perpetrator is a minor child, the perpetrator's known behavioral or criminal history, and the perpetrator's propensity to commit future public safety violations.
- iv. Whether or not the perpetrator has been charged or convicted of any crime in relation to the violation, and whether such charge or conviction is a felony or a misdemeanor.
- v. The complicity of family members other than the perpetrator in the violation, and the impact that lease termination may have on family members other than the perpetrator.
- vi. Whether or not the perpetrator is a member of the family, a guest or visitor within or without the family's control, or an unauthorized occupant of the premises.
- vii. The availability of rehabilitation, counseling, or other services which could aid the perpetrator in remediating the conduct at issue.

In making its determination, the Committee may *NOT* consider the perpetrator's race, ethnicity, sex, gender identity or expression, sexual orientation, or preference, religious or political beliefs, nationality, immigration status, elderliness, disability, or any other characteristic, trait, or belief accorded protected status under applicable anti-discrimination laws.

- b. **If violation is not remediable.** If the Committee determines that the violation is not remediable, it shall order the following:
- i. **Life-threatening violations.** The Committee shall order the Property Manager to issue an emergency lease termination notice and observe the lease termination procedures described in Section D of this Chapter.
  - ii. **Violations which are not life-threatening.** The Committee shall order the Property Manager to issue a 30-day notice of lease termination and observe the lease termination procedures described in Section C(2) of this Chapter.
- c. **If violation is remediable.** If the Committee determines that the violation is remediable, it shall promulgate a Remediation Plan outlining the terms and conditions of continued occupancy for the family. The Remediation Plan must be signed by the head of household and may require the perpetrator or other family members to participate in certain counseling, social services, or after-school or extracurricular programs, such as for anger management or substance abuse, as a condition of continued occupancy. Notwithstanding the foregoing, no Remediation Plan shall require any family to purchase counseling or other services at the family's expense as a condition of continued occupancy.
- i. **If no lease termination notice has yet issued.** If the Committee promulgates a Remediation Plan prior to the issuance of any lease termination notice in relation to the public safety violation, then the Remediation Plan shall issue in the form of a 21/30 notice as described in Section C(1) of this Chapter. Failure to comply with the conditions of the Remediation Plan will be considered a failure to remediate or cure the violation under the terms of the 21/30, and lease termination procedures may be observed.
  - ii. **If a lease termination notice has already issued.** If the Committee promulgates a Remediation Plan after a notice of lease termination for the public safety violation has issued, the Remediation Plan shall issue in the form of a 21/30 notice in the same manner as the immediately preceding paragraph. Such 21/30 notice shall supersede and render without effect any prior lease termination notice.
  - iii. **If judicial proceedings have already been initiated.** If the Committee promulgates a Remediation Plan after an Unlawful Detainer has already been filed for the public safety violation, then RRHA shall, as applicable:

1. Advise the Court as to the existence of the Remediation Plan.
2. Request that the Court continue the Unlawful Detainer proceeding during the pendency of the Remediation Plan; and
3. If necessary or required by the Court, non-suit the Unlawful Detainer until compliance with the Remediation Plan can be determined.

#### **4. Effect, summary of Conference; appeal.**

- a. Not less than five (5) business days of the Conference, the Committee shall issue a brief written summary of the Conference, which shall include:
  - i. the date, time, and location of the Conference, and the identity of all attendees.
  - ii. the Committee's determination as to whether the violation is remediable or non-remediable.
  - iii. a brief summary of all evidence presented or considered, and how such evidence influenced the Committee's determination; and
  - iv. the contents of any Remediation Plan ordered by the Committee.
- b. The written summary shall constitute the Committee's final and unreviewable disposition of the issues therein considered. No individual may appeal the Committee's findings, except for cases where the public safety violation involves no activity categorically excluded from RRHA's grievance procedures in accordance with applicable law, in which case the family may grieve the Committee's determinations in accordance with such grievance procedures. No determination of the Committee shall limit or prejudice any family member's right to judicial review of any lease termination activities resulting from the Committee's findings.
- c. All records related to the Conference, including any evidence compiled and the contents of any written summary, Remediation Plan, or lease termination notice, shall be maintained with the strictest confidentiality and may be disclosed only to (i) members of the family, (ii) RRHA staff members whose job duties require such staff member to know or possess the information, or, (iii) in the case where disclosure is necessary to prevent ongoing or imminent harm to any individual, to law enforcement officials or other appropriate authorities. RRHA may present any information learned in the course of any Conference as evidence in a judicial proceeding.

#### **F.G. Move-Out Charges**

When a resident gives notice to vacate, the resident will be given written information about what needs to be done to leave the unit in acceptable condition and to avoid charges for excessive cleaning, damage, and wear and tear beyond normal usage. Within one (1) business day of receiving the keys from the vacating resident, management will inspect the unit. After maintenance has

readied the unit, the manager will determine what charges, if any, must be assessed to the vacating resident for damage, excessive cleaning, removal of trash, etc. Within 45 days of the end of the notice period, the vacating resident will receive any remaining security deposit and applicable earned interest and/or a statement of charges assessed (Reconciliation Notice). Charges to the residents account will continue to be made until the keys are returned to the Management Office, or an Unlawful Detainer/Eviction has occurred.

#### **G.H. Non-Renewal of Lease**

1. All RRHA leases shall renew automatically at the end of each 12-month lease term unless such Lease has been effectively terminated prior to the end of such term.
2. Renewal of a Lease Previously Terminated: 30 days prior to the annual renewal date of the lease, the Property Manager will review the tenant's file to determine if the Lease has been terminated or will be terminated prior to such annual renewal date pursuant to a Notice of Termination already issued. If, pursuant to such Notice of Termination, the Lease will terminate prior to such date, the manager will send the Resident a notice informing the resident that the lease will not be renewed and that the resident must vacate the dwelling by the date indicated in the operative Notice of Termination. If the resident has not vacated the unit at such time, Management shall file an Unlawful Detainer against the resident. If an Unlawful Detainer has already been filed or an order for possession of such unit has been issued at the time notice of non-renewal is issued, RRHA may seek a Writ of Eviction to remove such resident from the premises, whether such eviction occurs before or after the annual renewal date.
3. Rights to Hearing: Residents who are notified of the non-renewal of their lease may have a right to a hearing in accordance with the Tenants Grievance Procedure. The non-renewal notices will include a notice of the right and must be filed in writing within ten business days of the termination notice.

## **CHAPTER 22 - EVICTION POLICY AND PROCEDURES**

### **PURPOSE**

The eviction of a Resident from Public Housing, other federally aided, state aided, or affordable housing program as operated by the Richmond Redevelopment and Housing Authority (RRHA) is a serious matter. Eviction is not the preferred method of resolving agency or resident problems. However, when all other reasonable efforts have failed, resident eviction becomes necessary to enforce reasonable rules and regulations of the agency and to ensure that the individual rights of the Resident population as a whole are protected.

This eviction policy and procedure IS IN ADDITION TO, AND INTENDED TO SUPPLEMENT AND CLARIFY, THE ALLOWED GROUNDS FOR EVICTION UNDER THE LEASE(S) and applicable law.

### **A. Causes for Eviction**

Unless otherwise provided by this Chapter or by applicable law, a resident may be evicted in any circumstance in which the resident remains in possession of a unit after the Lease governing the resident's tenancy at such unit has been lawfully terminated.

### **B. When Eviction May Occur**

Whenever a court of competent jurisdiction issues an order of possession in favor of RRHA, Management may seek to execute such order by requesting a Writ of Eviction from such court as quickly as permitted by applicable law (unless this Chapter requires otherwise). RRHA coordinate with the Sheriff to schedule execution on such Writ of Eviction and shall observe all notice requirements necessary under applicable law to effect such eviction.

1. **Statutory Right of Redemption:** Notwithstanding any contrary provision of this Chapter, every resident whose Lease was terminated *solely* on the basis of nonpayment of rent or other charges shall have a right to fully reinstate their tenancy in advance of a scheduled eviction. To exercise the Statutory Right of Redemption, all charges lawfully due and owing under the Lease at such time (including, without limitation, late charges, reasonable attorney's fees contracted for or provided by law, and the costs of any unlawful detainer proceeding) must be paid in full, and such payment must be made prior to 5:00 p.m. on the day two business days prior to the date the eviction is scheduled. Notwithstanding any contrary provision of this section, any resident may exercise the Statutory Right of Redemption not more than one time in any 12-month period.
2. **Agency Right of Redemption:** In addition to the Statutory Right of Redemption described above, any resident whose Lease was terminated *solely* on the basis of nonpayment of rent or other charges may fully reinstate their tenancy by exercising the Agency Right of Redemption. To

exercise the Agency Right of Redemption, all charges lawfully due and owing under the Lease (including, without limitation, late charges, reasonable attorney's fees contracted for or provided by law, and the costs of any unlawful detainer proceeding) must be paid in full at any point prior to the actual moment of eviction; provided, however, that such agency right of redemption may be exercised not more than one time in any six-month period.

3. **Partial Payments:** Any payment which does not constitute an exercise of either the Statutory or Agency Right of Redemption is made at the resident's own risk and shall not function to reinstate any part of the resident's tenancy. Such payments shall include, without limitation, any payment made after the Statutory or Agency Right of Redemption deadline (as applicable), and any partial payment. All such payments may be refused or accepted in the sole and exclusive discretion of Management and shall be accepted with reservation within the meaning of the Virginia Residential Landlord and Tenant Act.
4. **Right of Redemption in Evictions Other Than for Nonpayment:** Any resident whose Lease was terminated for any violation other than nonpayment of rent or other charges shall not be entitled to any right of redemption, statutory or otherwise.

At any time, and in the sole and exclusive discretion of Management, a Property Manager may initiate a new Unlawful Detainer proceeding against a resident, irrespective of whether an order for possession or a writ of eviction has been issued in relation to such resident, and irrespective of whether such order for possession or writ of eviction remains enforceable.

### ***C. Physical Eviction of Residents***

When a Resident is to be evicted from a dwelling unit, the locks will be changed, and the furniture and personal property of the tenant/s will remain in the unit for a period not to exceed 24 hours prior to being physically removed from the premises. This process will be performed under the supervision and direction of a management staff person, RRHA maintenance staff, and the sheriff or his deputy in accordance with applicable law.

#### ***1. Action by Property Management:***

1. Schedule a specific time with the sheriff's office for the eviction.
2. Notify the maintenance supervisor of the appointed time at least one day in advance.
3. Be present at the dwelling unit along with the maintenance supervisor.
4. Give maintenance supervisor directions as may be required.

#### ***2. Actions by Maintenance Supervisor:***

1. Take all measures to secure the unit by changing the locks on all of the doors and checking the locks on all of the windows.
2. Disposition of Property Left in the Unit

The housing manager or assistant shall inform the maintenance supervisor to remove and dispose of all unclaimed property still left in the unit the morning following the eviction in accordance with applicable law.

DRAFT



## **CHAPTER 23 - TENANT GRIEVANCE PROCEDURE**

### **PURPOSE**

This procedure is intended to afford a tenant of the Richmond Redevelopment and Housing Authority (hereinafter called "RRHA") an opportunity for a grievance if the tenant disputes, within the time provided herein, an RRHA action or failure to act which was not in accordance with the Dwelling Lease or applicable law, and which adversely affect his rights, duties, welfare, or status [24 C.F.R. § 966.50). This procedure is not intended to resolve all manner of disputes between a tenant and RRHA. Certain disputes are categorically exempt from resolution under this procedure.

RRHA has determined that it will permit grievances to be heard before either the Hearing Officer or a Hearing Panel at the tenant's election. The Hearing Officer is a permanent officer of RRHA specially trained to resolve tenant grievances and render decisions thereon. The Hearing Panel shall be comprised of three impartial persons selected from a slate of persons chosen for such purpose by RRHA after consultation with the Resident Advisory Board. No person who made or approved the action under review, or who is a subordinate of such person, may serve on any Hearing Panel.

RRHA may hold any proceeding under this procedure in person or through remote means. Remote proceedings will be available through a platform that provides for internet and telephone access when:

- i. Emergency circumstances require remote proceedings or the person who filed the grievance specifically requests it; and
- ii. The remote proceeding will not present a burden on any party to the grievance, including the applicant or resident; and
- iii. The remote proceeding can occur in compliance with all applicable law and guidance, including but not limited to due process, fair housing, and other nondiscrimination requirements.

### ***I. Selecting the Hearing Officer or Hearing Panel:***

#### ***A. Nominations***

The RRHA shall nominate a slate of impartial persons to sit as potential Hearing Panel members. Such persons may include RRHA Board members, RRHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The RRHA will check with each nominee to determine whether there is an interest in serving as a Hearing Panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments

in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as Hearing Panel members or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

**B. Submittal for Comments**

The slate of potential hearing panel members nominated by the RRHA shall be submitted to the Resident Advisory Board. Written comments from the organizations shall be considered by the RRHA before the nominees are appointed as hearing panel members.

**C. Appointment**

When the comments from the Resident Advisory Board have been received and considered, the nominees will be informed that they are the RRHA'S official grievance hearing committee.

The RRHA Hearing Officer will subsequently contact committee members in random order to request their participation as hearing panel members for any particular grievance.

**II. DEFINITIONS [24 C.F.R. § 966.53]**

For the purpose of this grievance procedure the following definitions are applicable:

**A. Grievance:**

Shall mean any dispute, including rent disputes, which a tenant may have with respect to RRHA's action or failure to act in accordance with the dwelling lease or applicable law which adversely affect the tenant's rights, duties, welfare, or status, except for those categories of disputes and non-grievable actions identified under herein below.

**B. Complainant:**

Shall mean any tenant whose grievance (as defined above) is presented to a management employee in RRHA's central office, or to the Management office to which the complainant is assigned, in accordance with the further provisions of this ACOP.

**C. Elements of due process:**

Shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the tenant on the grounds for terminating the tenancy and for eviction.
2. Right of the tenant to be represented by counsel.

3. Opportunity for the tenant to examine all relevant documents, records, and regulations of RRHA prior to the trial for the purpose of preparing a defense.
4. Opportunity for the tenant to refute the evidence presented by RRHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defenses which the tenant may have.
5. A decision on the merits.

**D. Hearing Officer:**

An impartial person selected by RRHA, other than the person who made or approved the decision under review (or a subordinate of such person). The Hearing Officer is a permanent officer of RRHA who is hired and specially trained to serve this particular purpose.

**E. Hearing Panel:**

a three-member panel selected in accordance with this ACOP and applicable law to hear grievances and render decision with respect thereto.

**F. Tenant:**

shall mean the adult person(s), other than a live-in aide, who resides in the dwelling unit and who executed the lease with RRHA, or if no such person resides in the dwelling unit, then anyone residing in the unit who serves as the remaining head of household of the family residing in the unit.

**G. Management:**

means the Property Manager or any member of the Property Manager's staff for the RRHA-owned or leased development in which the complainant resides.

**H. Resident organization:**

means, for this specific purpose, the Resident Advisory Board.

**III. APPLICABILITY [24 C.F.R. § 966.51]**

**A. Grievance Procedure**

This procedure shall be applicable to the individual grievances specified under Section II.A hereinabove.

**B. Tenant Disputes**

This procedure may not be invoked to resolve disputes between tenants that do not involve any action or inaction by RRHA.

**C. General Policy Disputes**

This procedure is not intended as a forum for a tenant, a group of tenants, or any tenant advocacy organization to initiate or negotiate policy changes with RRHA Management. However, this subsection does not preclude a number of tenants

with the same grievance from joining together in the same fair hearing, so long as RRHA consents to such a proceeding. RRHA may, in its discretion, withhold such consent and conduct each such grievance individually.

#### ***D. Non-Grievable Lease Violations***

The U.S. Department of Housing and Urban Development (“HUD”) has determined that an unlawful detainer action in either general district or circuit court provides the basic elements of due process that must be afforded public housing residents prior to their eviction. Thus, in accordance with the U.S. Fair Housing Act and HUD regulations, RRHA may exempt from this Procedure any grievance concerning a termination of tenancy or eviction that involves:

1. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA,
2. any violent or drug-related criminal activity on or off RRHA premises,
3. any criminal activity that resulted in the felony conviction of a household member, or
4. disputes between tenants.
5. the aforementioned categories will be exempt from consideration under this Procedure irrespective of whether the claimed grievance involves the tenant, a member of tenant’s household, a tenant’s guest, or any other person under tenant’s control.

#### ***IV. Informal Settlement of Grievance [24 C.F.R. § 966.54]***

##### ***A. Request for Informal Conference***

Any tenant who wishes to invoke RRHA’s grievance procedures must first request an informal conference to settle the grievance.

Any request for an informal conference to discuss a grievance must be personally presented, either orally or in writing, to an employee in RRHA’s Central Office or to the Management Office of the development where the complainant resides no later than ten (10) business days after the occurrence giving rise to the grievance.

Complainant may use “Request for Informal Conference to Discuss Tenant Grievance” form (attached hereto as Exhibit #6) to present his/her request for an informal conference to RRHA Management or an RRHA Central Office employee. A copy of the aforementioned form shall be provided to complainant upon Management’s receipt of complainant’s request for an informal conference. Complainant must complete the form with the assistance of Management, if necessary, to identify the nature of his/her grievance. Complainant shall receive “Receipt of Request for Informal Conference” (attached hereto as Exhibit #7) upon presentation of his/her request for an informal conference. The receipt shall identify the complainant, list the date on which the complainant presented his/her request for an informal conference, and briefly state the nature of the grievance. Copies of the request identifying the grievance and the receipt shall be retained in the complainant’s file.

The informal conference shall be limited to only those issues raised in Complainant's request.

***B. Informal Conference; Notice of Decisions***

Management shall informally discuss the circumstances pertaining to the grievance with complainant or complainant's representative at the time Complainant presents their request for an informal conference, or within fifteen (15) business days of such request, in an effort to settle the grievance without a formal grievance hearing.

Within five (5) business days after the informal conference, a written "Summary of Informal Conference to Discuss Tenant Grievance" (attached hereto as Exhibit #8) of the conference shall be prepared by Management and a copy thereof shall be given to complainant and one retained in complainant's file. The summary shall specify the names of the participants in the conference, the date of the conference, the nature of the grievance, the nature of the proposed disposition of the grievance, and the specific reasons therefore, and shall specify the procedures by which complainant may obtain a formal hearing if complainant is not satisfied by the proposed disposition of their grievance after the informal conference.

***V. Procedure to obtain a FORMAL Grievance Hearing***

***A. Request for Formal Hearing***

If Complainant is not satisfied with the results of the informal conference, Complainant shall submit a written request for a formal grievance hearing to the Hearing Officer/Hearing Panel for housing management in RRHA's central office, or to the Management office in the development where the complainant resides, no later than ten (10) business days after the date the complainant receives the summary of the informal conference. The written request shall specify:

1. The reason(s) for the grievance; and
2. The action or relief sought.
3. The Complainant's election of either the Hearing Officer or a Hearing Panel to conduct the Formal Grievance Hearing.

The "Request for Formal Grievance Hearing" (attached hereto as Exhibit #9) shall be provided by Management to the complainant upon their request.

***B. Failure to Request Hearing***

If complainant does not request a hearing in accordance with paragraph A of this section, RRHA's disposition of the Complainant's grievance made at the informal conference shall become final. Complainants should note that failure to request a hearing shall not constitute a waiver of their right thereafter to contest Management's action in disposing their grievance in an appropriate judicial proceeding.

***C. Hearing Officer/Hearing Panel***

RRHA's Hearing Officer shall be responsible for arranging a formal hearing with Complainant, selecting hearing panel members (if review by Hearing Panel was selected by Complainant), notifying relevant RRHA personnel, preparing applicable hearing notices, maintaining hearing records, and performing of other requested services.

#### ***D. Informal Conference Requirement***

Complainant must first request an informal conference in the manner prescribed under Section IV.A. before he/she will be granted a formal hearing to address his/her grievance. However, if the complainant shows to the Hearing Officer/Hearing Panel good cause as to why he/she failed to proceed in accordance with Section IV.A., the provisions of this paragraph may be waived by the Hearing Officer or Hearing Panel (as applicable).

#### ***E. Escrow Deposit***

If the Grievance involves the amount of rent or other charges claimed by RRHA to be due, the Complainant shall pay to RRHA all amounts claimed by RRHA to be due as and when such amounts become due under the Dwelling Lease. The amounts so paid will be held in escrow by RRHA until the Grievance is resolved by decision of the Hearing Officer/Hearing Panel. In extenuating circumstances, the escrow requirement may be waived by RRHA. Unless so waived, the failure of the Complainant to make the escrow payments, if required, shall result in the termination of the Grievance proceedings.

1. General Rule - Complainant will not be granted a formal hearing for any grievance involving the amount of rent RRHA claims is due if, by the scheduled date of complainant's formal grievance hearing, complainant has not paid to RRHA an amount equal to the amount of rent due and owing under his/her lease as of the first day of the month preceding the month in which RRHA's alleged act or failure to act took place. Complainant thereafter shall pay this same amount of monthly rent to RRHA until the complainant's grievance is resolved by a decision of the Hearing Officer/Hearing Panel. RRHA shall keep those payments in an escrow account until authorized to disburse them in accordance with subsection 3 of this paragraph.
2. Exception to General Rule - RRHA may not require an escrow deposit whenever a complainant requests a formal grievance hearing to review RRHA's determination denying or limiting the complainant's claim to a financial hardship exemption. Likewise, RRHA may not require a complainant to pay an escrow deposit for the portion of the complainant's rent attributable to imputed welfare income when the complainant has requested a grievance hearing to review RRHA's calculation of the amount of imputed welfare income attributed to the complainant's household for purposes of determining the tenant's rent.
3. Disbursement of Escrow Funds - After the decision of the Hearing Officer/Hearing Panel, any monies owed to RRHA and held in escrow shall be transferred to the appropriate account. If the decision of the Hearing Officer/Hearing Panel provides for monies being owed to RRHA by complainant

in addition to the amount held in escrow, a written agreement shall be made between Complainant and Management for payment.

- a. If the decision of the Hearing Officer/Hearing Panel provides for any monies being due to Complainant by Management, such amount shall be paid in full to the complainant by check within ten (10) business days after the decision has become binding upon Management pursuant to Section VII.B.

#### ***F. Scheduling of Hearing and Notice***

Upon Complainant's compliance with Sections V.A. and V.E., complainant's request for a formal grievance hearing shall be forwarded within ten (10) business days to RRHA's Hearing Officer/Hearing Panel. The Hearing Officer/Hearing Panel shall promptly schedule a hearing for the time and place reasonably convenient for the complainant, and Management. The Complainant, Management, hearing panel members, and other appropriate RRHA personnel shall be promptly issued a written notice specifying the time, place, and the procedures governing the hearing (letter attached), provided, however, that this notice requirement does not apply in instances where the Hearing Officer/Hearing Panel has decided to postpone the hearing due to complainant's or RRHA Management's failure to appear as prescribed herein below.

### ***VI. Procedures governing the FORMAL hearing (24 C.F.R. § 966.56)***

#### ***A. Hearing***

The hearing shall be held before the Hearing Officer/Hearing Panel.

#### ***B. Due Process***

Complainant shall be afforded a hearing, which shall include:

1. The opportunity to examine any RRHA documents before the hearing (in the presence of a management staff person), including any records and regulations of Management that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at his own expense (50 cents per page). If RRHA does not make the document available to the complainant upon his request, RRHA may not rely on that document at the grievance hearing.
2. RRHA will furnish complainant a list of its witnesses at least three (3) business days before the hearing. Any witness not so identified after a timely request therefor by complainant may not be called by RRHA at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.
3. The right to require the presence of any Management employee whose testimony complainant reasonably believes is relevant to his case. The reasonableness of the complainant's belief in this regard shall be determined by the Hearing Officer/Hearing Panel if disputed.

4. An explanation to complainant at the hearing of his due process rights.
5. The right to be represented by counsel or other person chosen as their representative, and to have such person make statements on the complainant's behalf.
6. Unless the complainant requests a public hearing, the complainant has the right to a private hearing which includes only the complainant, the Hearing Officer/Hearing Panel, complainant's counsel (or other representative), RRHA's counsel, and any testifying witness. Witnesses may be sequestered until they are called to testify.
7. The right to present evidence and arguments in support of the grievance, to controvert evidence relied on by Management, and to confront and cross-examine all witnesses on whose testimony or information RRHA relies, and to present any affirmative, legal, or equitable defense which complainant may have.
8. A decision on the merits based solely and exclusively upon the facts presented at the hearing.
9. Any party to a grievance may arrange to obtain a hearing transcript, at their own expense.

### ***C. Complainant's Witnesses***

Complainant shall provide RRHA with a list of his/her witnesses at least three (3) business days before the hearing. Any witnesses not identified may not be called by complainant at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.

### ***D. Precedent***

The Hearing Officer/Hearing Panel may render a decision without proceeding with the hearing if it is determined that the issue has been previously decided in another grievance hearing.

### ***E. Failure to Appear***

If any Management employee or other appropriate RRHA personnel fail to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may either postpone the hearing for a period not to exceed ten (10) business days or proceed without the testimony of the RRHA employee.

If Complainant fails to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may also elect to postpone the hearing for a period not to exceed ten (10) business days or determine that the complainant has waived his/her right to a hearing. Both Complainant and RRHA Management shall be notified in writing within five (5) business days of the Hearing Officer/Hearing Panel's decision as to whether Complainant's failure to appear constitutes a waiver of his/her right to the hearing. A determination that Complainant has waived their right to a hearing shall not constitute a waiver of any right Complainant may have to contest the Hearing Officer/Hearing Panel's disposition of their grievance in an appropriate judicial proceeding.



If the Hearing Officer/Hearing Panel decides to postpone the hearing due to Management's or the Complainant's failure to appear, then the notice of the decision in this regard shall specify the rescheduled date and time of the hearing.

#### ***F. Scope of Hearing; Burden of Proof***

The Hearing Officer or Hearing Panel shall consider only those grievances which were raised by Complainant and disposed of at an informal conference. Should the Complainant attempt to raise a new grievance at the formal hearing which was not first disposed of at an informal conference, the Hearing Officer or Hearing Panel shall direct the Complainant to request a second informal conference to raise the new grievance. Notwithstanding the foregoing, the Hearing Officer or Hearing Panel may elect, in their discretion, to allow Complainant to raise a new grievance if requesting an informal conference to raise such new grievance would cause undue hardship to the Complainant. Nothing in this ACOP is intended to prevent a Complainant from asserting or presenting new facts, arguments, or evidence not raised or presented at a previous informal hearing.

At the hearing, Complainant must first make a showing of an entitlement to the relief sought, and thereafter, RRHA must sustain the burden of justifying their act or omission giving rise to the grievance.

1. The hearing shall be conducted informally by the Hearing Officer/Hearing Panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer/Hearing Panel shall require Management, Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer/Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party.
2. Complainant or RRHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

#### ***G. Accommodation of Persons with Disabilities***

RRHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this subpart shall be in an accessible format.

### ***VII. Decision of the Hearing Officer/Hearing Panel [24 C.F.R. § 966.57]***

#### ***A. Written Decision***

The Hearing Officer/Hearing Panel shall prepare a written decision, together with the reasons therefor, within fifteen (15) business days after the hearing. A copy

of the decision shall be sent to complainant and Management. Management shall retain a copy of the decision in Complainant's folder. If a Complainant's grievance relates to actions by RRHA to terminate the Complainant's lease, the Hearing Officer/Hearing Panel sustains the RRHA action at the formal hearing stage, then the Complainant may will receive a written notice of decision advising them to quit the premises within five (5) business days of the posted date of the notice. This notice shall list on its first page the name, telephone number, and address of Legal Aid in order to comply with the content requirements for public housing lease termination notices under Va. Code § 55-248.6(F).

RRHA will maintain a log of hearing decisions as described in HUD guidance.

***B. Final Decision [24 C.F.R. § 966.57(b)]***

The decision of the hearing officer/hearing panel is binding. However, RRHA has the right to appeal the decision to the Executive Office with 15 business days of the Hearing Officer/Hearing Panel requesting review to determine that either:

1. The grievance does not concern RRHA action or failure to act in accordance with or involving complaints lease or any RRHA regulations that adversely affect the complainant's rights, duties, welfare, or status; or
2. The decision of the hearing officer/hearing panel is contrary to applicable Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and RRHA Policy

RRHA shall take all actions; or refrain from any actions necessary to carry out the decision until a final decision is rendered by the Executive Office.

When RRHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to RRHA Executive Office within 15 business days of the date of the hearing officer's/hearing panel decision. If the Executive Office decides to reverse the hearing officer's/hearing panel decision, it must notify the complainant within 15 business days of this decision. A decision by the Hearing Officer/Hearing Panel, or Executive Office, which is in favor of RRHA, or which denies the relief requested by the Complainant in whole or in part, must not constitute a waiver of any rights the Complainant may have to a subsequent trial or judicial review in court [24 C.F.R. § 966.57(c)].

## ***CHAPTER 24 - CRIMINAL RECORDS MANAGEMENT POLICY***

### **PURPOSE**

In the course of its regular operations, RRHA comes into possession of criminal records, as well as other documents related to criminal offenses of applicants (i.e., drug and alcohol abuse treatment documentation). While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Housing Authority may also be called upon to perform criminal record checks regarding applicants or residents for housing that receives federal assistance from RRHA. RRHA shall maintain the records received for these residents or applicants in the manner prescribed in this policy.

### ***A. Acquisition***

All adult applicants shall complete the Dissemination Form authorizing the release of criminal record history to RRHA upon applying for housing, or at any time existing tenant household wishes to add an adult member to the lease. This check is done for the purpose of screening adult applicants for housing.

All requests for criminal records and records relating to criminal history shall be sent to the Tenant Selection Office. Persons authorized by RRHA may have access to these records. The authorized RRHA employees shall discuss the records with other Authority employees only as required to make a housing decision.

### ***B. Maintenance***

RRHA will keep all criminal records or records relating to criminal history that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or entity except for official use in the application process, the grievance process, in accordance with the regulations, or in court proceedings. No copies will be made of the records except as required for official or court proceedings. The criminal records or records relating to criminal history status are maintained in a separate file from other application or eviction information. These files are maintained in locked cabinetry in a secured office with limited access. The Program Eligibility Technician and the Program Eligibility Supervisor are the only employees having access to the cabinet or to the office.

### ***C. Disposition***

Criminal Background check information will be kept in a separate file with access only by persons authorized by RRHA. Upon making a determination of eligibility, or continued occupancy, the criminal background check information will be destroyed. In cases where housing has been denied or eviction proposed, the information will be maintained until the completion of the appeals process.

## **EXHIBIT #1: LIMITED ENGLISH PROFICIENCY LANGUAGE POLICY**

## **I. Statement of Purpose**

Richmond Redevelopment & Housing Authority (“RRHA”) strives to provide equal housing opportunities for all qualified applicants and residents. To further these efforts, RRHA has adopted this Limited English Proficiency Language Policy (the “Language Access Policy” or “LAP”) to ensure all persons have meaningful access to its programs and activities regardless of national origin or proficiency with the English language. In accordance with this LAP, RRHA shall take reasonable steps to provide or arrange free language assistance for its Clients, as defined herein, with limited English proficiency (“LEP”).

This policy applies to all RRHA departments that are Recipients, as defined herein, and provide or administer RRHA services, programs, or activities. RRHA shall also take reasonable steps to ensure all Sub-recipients adhere to this LAP.

## **II. Legal and Regulatory Background**

Title VI of the Civil Rights Act of 1964 (“Title VI”) and its implementing regulations prohibit discrimination on the basis of national origin. On August 11, 2000, the President of the United States issued Executive Order 13166, which required each agency providing federal financial assistance draft guidance “specifically tailored to its recipients that is consistent with the LEP Guidance issued by the Department of Justice [65 Fed. Reg. 50,123 (August 16, 2000)].” *Executive Order 13166 of August 11, 2000, Improving Access to Services for Persons With Limited English Proficiency*, 65 Fed. Reg. 50,121 (August 16, 2000); see also *Guidance to Federal Financial Assistance Recipients Regarding Title IV Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (June 18, 2002).

The United States Department of Housing and Urban Development (“HUD”) issued its Final Guidance in 2007. *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 72 Fed. Reg. 2,732 (January 22, 2007). This Final Guidance offers a four-factor analysis that helps Recipients assess the necessary scope of their language services. These factors are:

1. The “Eligible Population Factor”: the number or proportion of LEP persons served or encountered by the Recipient in the eligible service population, including those persons who would be served or encountered if there were sufficient Foreign Language outreach and education.

2. The “Clients Factor”: the frequency with which LEP persons are come into contact with the Recipient.
3. The “Importance Factor”: the nature and importance of the program, activity, or service provided by the Recipient.
4. The “Resources and Cost Factor”: the resources available to the Recipient and the costs associated therewith.

The Final Guidance encourages Recipients to develop written policies and procedures in light of these factors to ensure meaningful access by LEP persons.

At the state level, Virginia adopted the Virginia Human Rights Act, Va. Code Ann. § 2.2-3900, *et seq.* As a political subdivision of the Commonwealth of Virginia, RRHA is prohibited from engaging in, “Conduct that violates any Virginia or federal statute or regulation governing discrimination on the basis of race, color, religion, *national origin*, sex, pregnancy, childbirth or related medical conditions, age, marital status, or disability” because such conduct is “an ‘unlawful discriminatory practice’” under the Virginia Human Rights Act. Va. Code Ann. § 2.2-3901 (emphasis added).

RRHA adopts this policy in compliance within this legal and regulatory framework, in light of its mission and core principles, and with a deep understanding of the importance of its services, programs, and activities.

### **III. Definitions**

Capitalized terms in this LAP shall be given the following definitions, unless a different definition is explicitly indicated elsewhere herein:

**Bilingual** – the ability to communicate in two (2) languages fluently. Being Bilingual, in and of itself, does not necessarily mean that the individual has the necessary skills and training to competently serve as an Interpreter.

**Client** – any individual who comes into contact with RRHA in order to access RRHA services, programs, or activities. This includes, by way of example only and in no way any limitation, any potential applicant, applicant, resident, voucher holder, or participant.

**Common Language** – any Foreign Language that is the Primary Language by LEP persons that account for either (a) 1,000 or more persons in the Eligible Population in the Market Area or among Clients, or (b) more than 5% of the Eligible Population in the Market Area or Clients and more than 50 persons. As described in Section IV, *infra*, the only Common Language under this LAP is Spanish.

**Crucial Communications** – communications between RRHA and Clients that are essential to an LEP Client's ability to access important benefits or services, understand and exercise important rights, comply with applicable responsibilities, or understand other important information.

**Eligible Population** – all persons within the Market Area who qualify as Clients, or who would qualify as Clients if they were to contact RRHA.

**Final Guidance** – Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 72 Fed. Reg. 2,732 (January 22, 2007).

**Foreign Language** – any language, whether spoken or written, other than English.

**Housing Choice Voucher (“HCV”) Program** – both the tenant-based assistance administered by RRHA under 24 C.F.R. §§ 982.1 *et seq.* and the project-based assistance administered by RRHA under 24 C.F.R. §§ 983.1 *et seq.*

**HUD** – the United States Department of Housing and Urban Development.

**Interpretation** – the act of listening to a verbal communication in one language and orally converting it into another language while retaining the same meaning.

**Interpreter** – any person who facilitates communication between or among languages either through Interpretation or Translation services. An Interpreter need not be physically present to provide assistance so long as they are able to properly Interpret or Translate.

**Language Access Plan (“LAP”)** – this Limited English Proficiency Language Policy, as amended from time to time in accordance with the terms herein.

**Language Services** – Interpretation and Translation services provided to Clients by RRHA for all Crucial Communications. Language Services shall be provided at RRHA's sole cost and expense.

**Limited English Proficiency (“LEP”)** – the use of a Foreign Language as the Primary Language together with the limited ability to read, write, speak, or understand the English language.

**Market Area** – the area wherein RRHA duly operates. For purposes of this LAP, this is the city of Richmond, Virginia, and its surrounding metro area.

**Multilingual** – the ability to communicate in three (3) or more languages fluently. Being Multilingual, in and of itself, does not necessarily mean that the individual has the necessary skills and training to competently serve as an Interpreter.

**Primary Language** – a person’s native language or the language in which a person most effectively communicates.

**Recipient** – any entity or agency receiving federal financial assistance administered by HUD, specifically including all Sub-recipients. Under this definition, RRHA is a Recipient.

**RRHA** – Richmond Redevelopment & Housing Authority.

**Sub-recipient** – any individual, entity, or organization receiving federal financial assistance administered by HUD and passed through RRHA.

**Title IV** – Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*

**Translation** – the act of taking written text in one language and converting it into another language, either into an equivalent written text (“Written Translation”) or an equivalent oral communication (“Sight Translation”). Translation shall require the Interpreter retain a substantially consistent content and meaning between languages and provide more than a summary of the original written text.

**Vital Document** – any document produced by a Recipient or Sub-recipient that RRHA determines, in accordance with the Final Guidance and other relevant regulations, is essential to an LEP Client’s ability to access important benefits or services, understand and exercise important rights, comply with applicable responsibilities, or understand other important information.

#### **IV. Common Languages**

As defined herein, a Common Language is any Foreign Language that is the Primary Language by LEP persons that account for either (a) 1,000 or more persons in the Eligible Population in the Market Area or among Clients, or (b) more than 5% of the Eligible Population in the Market Area or Clients and more than 50 persons.

RRHA's Market Area is the city of Richmond, Virginia, and its outlying metro area. According to the United States Census Bureau<sup>1</sup>, there were an estimated 468,648 households in the Market Area between 2011 and 2015. Of this total, 418,579 households, approximately 89.32% of the total population<sup>2</sup>, are considered English only. These households have no member over the age of 5 years old that speaks a Foreign Language at home.

The remaining 50,069 (10.68%) households are categorized as Foreign Language households. Of those households, 21,253 (4.53%) identified as Spanish speaking; 14,816 (3.16%) speak other Indo-European languages; 10,151 (2.17%) are households with Asian and Pacific Island language speakers; and other languages, as a whole, are spoken in 3,849 households (0.82%).

The Census Bureau also provides information on limited English-speaking households, defined as households, "in which no member 14 years old and over (1) speaks only English or (2) speaks a non-English language and speaks English 'very well.'"<sup>3</sup> This definition is in line with LEP, as defined and used herein. Overall, 9,372 (2%) of Market Area households are considered LEP.

Spanish households, the largest non-English group, also have the highest number of LEP households, with 5,257 (1.12%) reporting they were LEP. There are an estimated 1,599 (0.34%) other Indo-European LEP homes. Asian or Pacific Island language households include 2,045 (0.44%) LEP households; and 0.10% of the total population, or 471 households, are LEP speaking other languages.

Considering this Market Area data in light of the Common Language analysis, these language groups are all larger than 50 persons, based on an average household size of 2.35 persons. See U.S. Census Bureau, 2013-2017 American Community Survey 5-year Estimate. However, none of the Foreign Language groups constitute more than 5% of the total population; therefore, they cannot comprise more than 5% of the Eligible Population as required.

On the other hand, each of these Foreign Language groups include more than 1,000 persons in the Market Area, seemingly making them all Common Languages. Yet the reality is that in 2019 there were an estimated 446 Indo-European languages other than English and Spanish. Eberhard, David M., Gary F. Simons, and Charles D. Fennig (eds.). 2019. *Ethnologue: Languages of the World*. Twenty-second edition. Dallas, Texas: SIL International. Asian and Pacific Island languages are even more diverse with an estimated 2,197 distinct languages, leaving the remaining 4,466 estimated languages, *id.*, lumped together in 0.82% of the Market Area's total population. Unfortunately, the data available only provides these broad categories, making

---

<sup>1</sup> Unless otherwise noted, data referenced in this section is from the U.S. Census Bureau, 2011-2015 American Community Survey 5-year Estimates, Household Language by Household, Limited English-Speaking Status for the Richmond, VA Metro Area.

<sup>2</sup> Unless otherwise noted, references to a percentage in this section reflect the percentage of the total number of households.

<sup>3</sup> The Census Bureau clarifies that, another way to phrase this definition is households in which everyone 14 and older has at least some difficulty with English.



it reasonable to assume, yet impossible to determine, that the Market Area contains fewer than 1,000 speakers of any one Foreign Language in these large categories.

This data is in line with RRHA's internal demographic information for the public housing and HCV programs. Only 1% of RRHA public housing units are occupied by a head of household who identifies as Hispanic or Latino. Similarly, Hispanic, or Latino heads of households possess between 2% and 3% of RRHA's total vouchers under the HCV program. Although this information does not shed light on language use, these percentages are presumably larger than the percentage of residents who qualify as LEP. This assumption is also supported by the infrequency of resident requests for language services; RRHA's compliance department has no record of any such requests over the previous two years.

However, these numbers are always subject to change. More recent Census Bureau data indicates a slight decrease in the percentage of Foreign Language households in the Market Area. See U.S. Census Bureau, 2013-2017 American Community Survey 5-year Estimate (9.2% language other than English spoken at home). As demographics across America shift and Clients move in and out of RRHA properties and programs, RRHA remains committed to reevaluating Common Languages and revising this LAP accordingly, as outlined in Section VII, *infra*.

## **V. Providing Language Services**

### **A. Identification of LAP Coordinator**

RRHA shall select and designate an employee to oversee implementation of this LAP, specifically including but not limited to training of staff, monitoring compliance, answering questions, addressing complaints, and researching and proposing updates, as necessary. The LAP Coordinator may request assistance with any of their responsibilities from other RRHA employees, community partners, and Interpreters, as needed.

### **B. Outreach and Education**

1. **Public Notices.** At each RRHA office, in all RRHA-owned public housing communities, and in all HCV project-based property management offices, there shall be a posted sign with information, in English and all Common Languages, providing information on the availability of Language Services.

2. **Client Notices.** RRHA shall include on each RRHA standard form notice to Client's information, in English and all Common Languages, about the availability of Language Services.

3. Community Partnerships. RRHA shall work towards fostering relationships and partnerships with other agencies and organizations within the Market Area to communicate to LEP persons the availability of Language Services for RRHA clients or provide the same for RRHA Clients in accordance with the terms and conditions of the LAP.

C. *Determining Client's Language Needs*

1. Determining English Proficiency. RRHA is mindful that a person may be proficient at understanding certain types of English communications, such as reading written materials, and yet still be considered LEP for other purposes, like speaking or writing. Similarly, a person might possess sufficient English competency to function in some settings and have insufficient skills to operate in others. Therefore, there is a rebuttable presumption that any Client requesting Language Services is LEP. This presumption shall be rebutted by sufficient evidence of the Client's thorough understanding of the English language, including but not limited to the Client's designation that English is their preferred language for oral and written communications.

2. RRHA Determination. Nothing in this LAP shall be construed to prevent RRHA from providing Language Services regardless of the Client's Preferred Language designation or the lack of any explicit request for Language Services by the Client.

3. Initial Application. Clients overwhelmingly first contact RRHA through an online application process. To ensure meaningful access by LEP persons, RRHA shall work with the application provider to develop the application in all Common Languages or shall provide an Interpreter to assist LEP applicants with the application.

4. Initial Meeting. At the first in-person meeting between RRHA and any Client (the "Initial Meeting"), Client shall be asked to designate, in writing, their Primary Language for both written and oral communications. RRHA shall retain this designation in the Client's file. Any Client who indicates a Foreign Language as their Primary Language, for either written or oral communications, shall be told about the availability of Language Services.

5. Annual Review. At any Client re-examination, whether an annual or interim review, Clients shall be asked to designate, in writing, their Primary Language for both written and oral communications. RRHA shall retain this designation in the Client's file. Any Client who indicates a Foreign Language as their Primary Language, for either written or oral communications, shall be told about the availability of Language Services.

6. Other Interactions. During any other interactions between RRHA and Clients involving Crucial Communications, whether telephonic, written, in-

person, or by some other means, Clients shall have the right to request Language Services, which shall be provided in accordance with the terms of this LAP.

*D. Language Services*

1. Requests for Language Services. Clients may request Language Services either verbally or in writing to any RRHA staff member at any time. RRHA shall document any Client request for Language Services and maintain such documentation in the Client's file along with documentation detailing any specific Language Services provided and any Interpreter used. Once a Client requests Language Services, RRHA shall provide Language Services for all future Crucial Communications unless and until Client informs RRHA of Client's desire to cease or amend the Language Services.

2. Reasonable Services.

i. RRHA shall provide reasonable Language Services to LEP Clients. The determination of which Language Services, if any, are reasonable shall be made in accordance with the terms and conditions of this LAP, relevant federal and state laws and regulations, and appropriate HUD guidance documents. This determination shall be on a case-by-case basis and include, among other factors, a balancing of the need for the service and the costs associated therewith.

ii. When required under this LAP, RRHA shall arrange for the necessary Language Services at RRHA's sole cost and expense. The Interpreter may be physically present or may provide the Language Services by means of telephonic or internet-based communication platform, provided the technology provides real-time or near instant communication.

iii. When required Language Services are not immediately available, RRHA shall schedule an appointment with the Client and Interpreter. Such appointment shall be at the earliest available date and time that is convenient for all parties. Until such appointment occurs, RRHA shall not take any action that affects the Client's rights or obligations or prejudices the Client in any way.

3. Interpreters

i. RRHA shall procure and develop a sufficient database of Interpreters, which shall indicate the type(s) of service(s)

provided, i.e., Interpretation, Sight Translation, or Written Translation.

- ii. RRHA shall, to the greatest extent reasonable, ensure that Interpreters (a) demonstrate proficiency in English and the Client's Preferred Language or Common Language needed, (b) demonstrate proficiency in the type of service provided, such as Interpretation, Telephonic Interpretation, Sight Translation, or Written Translation, (c) have knowledge of any specialized terms or concepts in the Crucial Communication in both English and the Preferred Language or Common Language needed, (d) agree to adhere to all privacy and confidentiality rules required by relevant laws and regulations, (e) understand their role as Translator and avoid deviating into other roles, such as lawyer, counselor, representative, or advocate, and, (f) for Written Translations, understand the audience's expected reading level(s).
  - iii. Formal certifications and licenses, while informative and demonstrative, are not determinative of the of the Interpreter's competency.
  - iv. RRHA is strictly prohibited from requiring or asking LEP Clients to provide their own Interpreter for any Crucial Communications.
  - v. An LEP Client may use their own Interpreter, including a friend or family member, for Crucial Communications only if (a) RRHA informed the Client of the availability of Language Services at no cost to the Client and the Client voluntarily chooses not to use the RRHA-provided Language Services, (b) the Client's Interpreter is at least 18 years of age, and (c) the Client's Interpreter acknowledges, in writing, their responsibility to accurately and faithfully perform the Interpretation and/or Translation.
  - vi. Nothing in this LAP shall be construed to prevent RRHA from providing Language Services in addition to a Client's Interpreter under Section V, D, 3, v, *supra*.
4. Interpretation
- i. RRHA shall provide, at its sole cost and expense, Interpretation for all Crucial Communications with a LEP Client regardless of the Client's Preferred Language.

- ii. Interpretation may be in-person or via a telephonic or internet-based communication, in accordance with other terms and conditions of this LAP.

5. Translation

- i. RRHA shall provide, at its sole cost and expense, Translation for all Crucial Communications with a LEP Client, regardless of the Client's Preferred Language, in accordance with this section and other terms and conditions of this LAP.
- ii. Vital Documents shall be translated into the Common Languages and be readily available in RRHA offices.
- iii. When required under this LAP, Translation of (a) Vital Documents into a Foreign Language other than the Common Languages, and (b) other, non-vital documents into a Foreign Language shall be provided by RRHA at RRHA's sole cost and expense. Such Translations shall be by Sight Translation, to include telephonic or internet-based systems, unless another method is deemed reasonable by RRHA.
- iv. Whenever an Interpreter performs Sight Translation, RRHA shall, whenever practicable, ensure the Interpreter is provided all relevant documents in advance of providing the Language Services to provide Interpreter sufficient time to review such documents and prepare for the Translation.

**VI. Training RRHA Staff**

A copy of this LAP shall be provided to all current RRHA staff. A copy shall also be provided to all new staff as a component of their initial employee orientation.

The LAP Coordinator shall offer, or cause to be offered, training to all RRHA staff who engage in Crucial Communications with Clients. Such training shall be offered with reasonable regularity, as determined by the LAP Coordinator, and may cover such topics as policy overview, how and when to use Interpreters, cultural sensitivity, and using particular Language Service providers.

**VII. Monitoring and Updating LAP**

The LAP Coordinator shall monitor compliance with this LAP and develop appropriate benchmarks to evaluate the success of the same. Such benchmarks may include, but are not limited to, maintaining a database of Clients who identify a Foreign Language as their Primary Language, tracking requests for Language Services and the frequency of use of particular Interpreters, survey of RRHA staff regarding issues implementing this LAP and suggestions for revisions to the same, and an opportunity for feedback from Clients.

The LAP Coordinator shall review this LAP, or cause the same to be reviewed, at reasonable intervals and determine the need for any updates or revisions. For purposes of this section, a review at least every two (2) years and in response to any Client complaints or grievances regarding this LAP shall be considered reasonable.

DRAFT

## **EXHIBIT #2: REASONABLE ACCOMMODATION PROCEDURES**

### *THESE PROCEDURES SUPERSEDE ALL PRIOR RRHA POLICIES AND PROCEDURES RELATED TO REASONABLE ACCOMMODATIONS*

#### **I. PURPOSE**

The Richmond Redevelopment and Housing Authority (“RRHA”) is committed to operating all its housing programs fairly and impartially. This commitment includes providing programs in a way that does not discriminate against individuals with disabilities and taking necessary steps to ensure effective communication with applicants, beneficiaries, and members of the public. See 24 C.F.R. §§ 8.4, 8.6.

As a recipient of federal financial assistance, RRHA must comply with Section 504 of the Rehabilitation Act (1973). See 24 C.F.R. § 8.2. That law provides that no qualified individual with a disability should, only because of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Pursuant to the terms and conditions of these Reasonable Accommodation Procedures (the “Procedures”), and in accordance with applicable state and federal law and regulation, RRHA shall offer Reasonable Accommodations to those applicants and participants with a disability. A “Reasonable Accommodation” is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, or facility. All Reasonable Accommodations shall strive to ensure meaningful access to, and participation in, all RRHA programs and activities receiving federal financial assistance (each individually a “Program” and collectively the “Programs”) by an applicant or participant with a disability.

RRHA will fully bear the cost of all Reasonable Accommodations, unless doing so would create an undue financial and/or administrative burden or result in a fundamental alteration of the relevant Program.

#### **II. APPLICABLE LAW AND REGULATIONS**

A. These Procedures are adopted in accordance with, and shall be interpreted so as to comply with, the following law and regulations existing as of the date of these Procedures and as may be amended from time to time:

1. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”)

2. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131 - 12189) ("ADA")
3. The Fair Housing Act of 1968 (42 U.S.C. §§ 3601 - 3619) ("FHA")
4. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 *et seq.*)
5. 24 C.F.R. Part 8 (24 C.F.R. §§ 8.1 *et seq.*)
6. 24 C.F.R. § 966.7, and
7. The Virginia Fair Housing Law (Va. Code Ann. §§ 36-96.1 *et seq.*)

B. To the extent that these Procedures are silent on, or conflict with, any provision of relevant law or regulations, the law or regulations shall govern.

### III. APPLICABILITY

#### A. Persons to Whom This Policy Shall Apply

These Procedures apply to individuals with a disability, as defined herein, in the following programs administered by RRHA:

1. Applicants to RRHA's public housing
2. Applicants to RRHA's Housing Choice Voucher Program ("HCVP")
3. Residents of RRHA's public housing developments
4. Participants in RRHA's HCVP, and
5. Participants in all other Programs that are conducted by RRHA, its agents or contractors including all non-housing facilities and common areas owned or operated by RRHA.

#### B. Definition of a "disability"

1. A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. See 24 C.F.R. § 8.3.
2. A "physical or mental impairment" includes.
  - i. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal;



special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

- ii. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- iii. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- iv. This definition of disability does **NOT** include any individual who is an alcoholic or drug addict whose current use of alcohol or controlled substances prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol or substance abuse, would constitute a direct threat to property or the safety of others. Individuals with a history of substance abuse may qualify as having a disability if they can demonstrate that (1) they are not currently using any illegal or controlled substance, and (2) they are in, or have successfully completed, a treatment or recovery program. (See 42 U.S.C. § 3602).

3. Major life activities include functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

#### IV. EXAMPLES OF REASONABLE ACCOMMODATIONS

A Reasonable Accommodation must (1) be reasonable, and (2) have an identifiable and substantial relationship (a "nexus") to the requestor's Disability. In determining whether a requested Reasonable Accommodation meets these criteria, RRHA will consider the following questions:

- A. Is there an identifiable nexus between the request and disability?
- B. Is an alternative accommodation possible?
- C. Does the request pose a direct threat to others?
- D. Is the request a fundamental alteration of the nature of RRHA services and/or programs?
- E. Does the request pose an undue financial and/or administrative burden?

By way of illustration and not limitation, a Reasonable Accommodation is NOT reasonable, and will be denied, if it results in any of the following:

- A. A violation of Virginia or federal law.
- B. A fundamental alteration in the nature of the Program.
- C. An undue financial or administrative burden on RRHA,
- D. A structurally unfeasible alteration to any facility; or
- E. An alteration requiring the removal or alteration of a load-bearing structural member.

Examples of Reasonable Accommodations or modifications within RRHA programs may include, but are not limited to:

- A. Making an offer to transfer a resident with a Disability to a public housing unit with the required accessibility features.
- B. Making a housing unit, part of a housing unit, or public/common use areas accessible for an individual with a Disability.
- C. Providing an additional bedroom for Disability-related medical equipment.
- D. Permitting a resident or family to have a service or assistance animal, pursuant to the terms of these Procedures, that is related to a Disability.
- E. Transferring a resident or family to a larger size unit to provide a separate bedroom for the resident with a Disability.
- F. Transferring a resident with a Disability to a ground-floor level unit or a unit with only one internal level.
- G. Installing appropriate emergency-signaling equipment to help alert an individual with a Disability.
- H. Allowing a live-in aide, pursuant to the terms of these Procedures, to reside in an appropriately sized housing unit.
- I. Making documents available in an accessible format, such as large type or Braille.
- J. Conducting a screening or certification interview by telephone or in an accessible location.
- K. Permitting an outside agency, friend, or family member to assist an applicant, resident, or program participant with a Disability in meeting screening criteria or essential lease obligations.
- L. Granting HCVP participants with Disabilities additional time to locate housing with the necessary accessibility features.

## V. PROCEDURES

### A. General Procedures Applicable to All Requests

- 1. Making a request.
  - i. An applicant to, resident of, or participant in a Program who has a disability may request a Reasonable Accommodation at any time, including but not limited to after RRHA determines

- an applicant is ineligible, after RRHA issues a resident a termination notice, or after RRHA initiates court proceedings.
- ii. A Reasonable Accommodation request may be made either.
    - a. Verbally, in which case RRHA staff will ensure the request is properly documented in writing; or
    - b. In writing. To facilitate requests, RRHA will provide the applicant with a Reasonable Accommodation Notice and/or Reasonable Accommodation Request Form (1) during the application interview, (2) at all annual and interim recertification interviews, and (3) upon request.
  - iii. Applicants requesting a Reasonable Accommodation are encouraged but are NOT required to make their request in writing on the aforementioned Request Form.
  - iv. Applicants requesting a Reasonable Accommodation are encouraged to submit, at the time of their request, relevant documentation detailing (1) their disability, and (2) the need for the requested Reasonable Accommodation (the "Supporting Documentation"). RRHA reserves the right to request any such Supporting Documentation after a request is made, in accordance with these Procedures.
2. The evaluation of a request is an interactive process. It may include written, telephone or personal consultation with the individual, parent/legal guardian, the individual's medical professional and/or designee. RRHA will endeavor to enter into an interactive process with the requestor in order to discuss the requestor's Disability-related need for the requested accommodation and possible alternative accommodations, if any. While it is always the requestor's choice to enter into an interactive process with RRHA, such a process is intended to help all concerned in the process by seeking to provide an effective accommodation that does not pose an undue financial and administrative burden for RRHA.
  3. RRHA will decide to approve or deny a request for a reasonable accommodation on a case-by-case basis after considering the Disability, the needs of the individual requestor, the nature of the program or activity in which the individual seeks to participate, the terms of these Procedures, and applicable law.
  4. RRHA reserves the right to review the facts and circumstances of any Reasonable Accommodation request annually and determine whether the situation warrants annual resubmission of the request. This will generally occur during annual recertification interview.
  5. Initial Review of requests.

- i. Upon RRHA's receipt of a Reasonable Accommodation request, the request shall be date- and time-stamped, which shall create a rebuttable presumption of the exact date and time of the request.
- ii. The request shall be forwarded to the appropriate RRHA department or employee for the "Initial Review."
  - a. For requests related to a pending application to RRHA's public housing or HCVP, the request shall be forwarded to the Tenant Selection Supervisor.
  - b. For requests related to an existing tenancy in RRHA's public housing, the request shall be forwarded to the Property Manager of the requestor's community.
  - c. For requests related to an existing participation in RRHA's HCVP, the request shall be forwarded to a Supervisor within RRHA's HCVP Department.
  - d. For requests related to any other RRHA Program, the request shall be forwarded to the Director of the RRHA department responsible for conducting or sponsoring that Program.
- iii. Within 3 business days of receiving a request and all supporting documentation, the individual conducting the Initial Review shall provide all relevant information about the request to RRHA's Compliance Officer, who shall record and document the same in a centralized, confidential report of all requests. The Initial Review shall update the Compliance Officer throughout this process, as necessary.
- iv. Within 15 business days of receiving a request, the individual conducting the Initial Review shall make one of the following determinations and report the same to the requestor on a written Determination Notice:
  - a. That the request will be granted.

The department or employee conducting the Initial Review may grant a Reasonable Accommodation request if doing so complies with the terms of these Procedures.

- b. That Supporting Documentation is needed.

The department or employee conducting the Initial Review may determine that RRHA needs Supporting Documentation before it can make a decision on the request. Such a determination shall include a general description of the information needed and any RRHA forms that might assist the requestor in providing such information.

When a requestor's disability is readily apparent, RRHA may review the request without any Supporting Documentation.

When RRHA needs Supporting Documentation, the individual conducting Initial Review shall notify the requestor and provide a Verification of Disability form, which shall be completed by a physician, licensed healthcare professional, professional representing a social service agency, caretaker, other knowledgeable professional, or a person knowledgeable of the requestor's disability or impairment. Alternatively, the requestor can submit a declaration of disability from the Social Security Administration.

RRHA shall only request, and shall only be entitled to receive, such Supporting Documentation that is necessary to verify that the requestor is a person with a disability and has a disability-related need for the requested Reasonable Accommodation. RRHA shall not require unnecessary information regarding the requestor's disability, such as the specific disability or the nature or extent of the disability.

A requestor shall have 15 business days from the date of this determination that RRHA needs Supporting Documentation to provide the same. If the requestor provides the Supporting Documentation within this timeframe, the Reasonable Accommodation request will be reviewed in accordance with the terms of these Procedures. If the requestor fails to provide the Supporting Documentation, the request will not be granted and the requestor will be notified, in writing, of that determination. If the requestor provides the Supporting Documentation after the 15-day timeframe, the request will be treated as a new request as of the date and time RRHA receives the Supporting Documentation.

- c. The request cannot be granted.

The individual conducting the Initial Review may determine that the request cannot be granted in compliance with the terms of these Procedures.

When the Initial Review results in such a determination, they and the requestor shall enter into the interactive process described in Section V, A, 2, *supra*, with the goal of determining whether an alternate accommodation (1) complies with these

Procedures, and (2) is acceptable to the requestor. If there is such an alternate accommodation, the Initial Review shall, within 15 business days of that determination, notify the Requestor of the granted alternate accommodation in the manner required by this section.

If the interactive process fails to provide an alternate accommodation, or if the requestor declines to participate in the interactive process, then the individual conducting Initial Review shall, within 3 business days of that determination, (1) forward the request and all Supporting Documentation to the Second Review, and (2) report the same to the requestor in the manner required by this section.

6. Second Review of requests

- i. If, after reviewing all relevant information and engaging in the interactive process, the individual conducting the Initial Review is unable to grant a request, then the request and all Supporting Documentation shall be forwarded for the "Second Review".
- ii. The Second Review shall be conducted by the appropriate RRHA department or employee.
  - a. For requests related to an existing tenancy within RRHA's public housing, the Second Review shall be conducted by the Director of Public Housing.
  - b. For requests related to a pending application to RRHA's public housing or any aspect of RRHA's HCVP, the Second Review shall be conducted by the Director of HCVP.
  - c. For participants in any other RRHA Program, the Second Review shall be conducted by the General Counsel or Associate General Counsel.
- iii. Within 15 business days of receiving a request, the individual conducting the Second Review shall make one of the following determinations and report the same to the requestor on a written Determination Notice:
  - a. The request can be granted.

The department or employee conducting the Second Review may overrule the Initial Review and grant a Reasonable Accommodation request if doing so complies with the terms of these Procedures.

- b. The request cannot be granted.

When the department or employee conducting the Second Review makes such a determination, they and the requestor shall enter into the interactive process described in Section V, A, 2, *supra*, with the goal of determining whether an alternate accommodation (1) complies with these Procedures, and (2) is acceptable to the requestor. If there is such an alternate accommodation, the Second Review shall, within 15 business days of that determination, notify the Requestor of the granted alternate accommodation in the manner required by this section.

If the interactive process fails to provide an alternate accommodation, or if the requestor declines to participate in the interactive process, then the individual conducting Second Review shall, within 3 business days of that determination, (1) deny the request, and (2) report the same to the requestor in the manner required by this section.

- c. The request must be denied.

If the request cannot be granted in compliance with these Procedures and the interactive process fails to provide an alternate accommodation, or the requestor declines to participate in the interactive process, then the individual conducting Second Review shall deny the request.

#### 7. Right to appeal RRHA's denial of request

The requestor may file a grievance over any Reasonable Accommodation request that is denied in the course of the Second Review. More information about filing a grievance can be found in Chapter 23 of RRHA's Admissions & Continued Occupancy Policy, for applicants to and residents of RRHA's public housing, while HCVP applicants and participants should consult the Chapter 16, Part III of RRHA's Administrative Plan.

### B. Additional Procedures for Particular Types of Reasonable Accommodations

In addition to the general procedures listed in Section IV, A, *supra*, the following Reasonable Accommodations shall be governed by the following:

1. Unit Modifications

RRHA shall, at RRHA's expense, make modifications to a resident's public housing unit if the requested modification(s) comply with the terms of these Procedures. RRHA will not make any modifications that result in an undue financial or administrative burden, or that are structurally unfeasible.

2. Unit Transfer

i. UFAS Units - Priority of Occupancy

RRHA has public housing units equipped with accessibility features that comply with the Uniform Federal Accessibility Standards ("UFAS Units").

RRHA shall maintain a reasonable accommodation waiting list organized by date and time of these requests.

RRHA will offer these UFAS Units to families in the following order:

**First:** to a current resident who has a disability that requires the special features of a UFAS Unit and who currently resides in the community where the vacancy becomes available.

**Second:** to a current resident who has a disability that requires the special features of a UFAS Unit but who resides in another RRHA public housing community.

**Third:** to an eligible public housing applicant that requires the special features of a UFAS Unit; and

**Fourth:** if there are no eligible, qualified applicants or current residents, an applicant who does not require the special features of a UFAS Unit will be offered the unit. Such applicant will be required to sign a notice agreeing to move to an available unit when either a current resident or applicant needs the special features of the UFAS Unit.

The first qualified, current resident in sequence on the waiting list of residents seeking a reasonable accommodation transfer to a UFAS Unit of that size will be offered the Unit.

Upon inspection of the offered UFAS Unit, the resident or applicant will be required to sign a letter of **Acceptance/Rejection of an Accessible Unit**. RRHA will maintain a record of units offered, including location, date offered and circumstances of each offer, each acceptance or rejection and the reason for the rejection.



ii. Other Unit Transfers

RRHA will make every reasonable effort to provide Reasonable Accommodations to public housing residents with a Disability in compliance with these Procedures, including transfer to an available, non-UFAS unit that meets the resident's specified need. A Reasonable Accommodation request for a unit transfer shall be made and reviewed in accordance with the terms of these Procedures.

In the event RRHA has received more than one Reasonable Accommodation Request for transfer to a unit with the same accessibility features (other than a UFAS Unit), and the number of such Reasonable Accommodation Requests exceeds the number of available units outfitted with such accessibility features, the requests shall be granted according to the order in which they were received.

If a resident accepts an offered transfer as a Reasonable Accommodation, RRHA will work with the resident to obtain moving expenses from social service agencies or other similar sources. If RRHA is unable to obtain those expenses within 30 days of the assignment of the dwelling unit, RRHA shall pay the reasonable moving expenses. Nothing contained in this paragraph shall modify the terms of RRHA's Tenant and Assignment Plan or any resident's rights thereunder.

A resident approved for a unit transfer as a result of a Reasonable Accommodation request will be assessed a new security deposit. The new security deposit may be paid in full or in installments as agreed to between the resident and the Property Management staff so as not to create an undue financial hardship.

Upon inspection of the offered unit meeting the particular needs, the resident or applicant will be required to sign a letter of **Acceptance/Rejection of an Accessible Unit**. RRHA will maintain a record of units offered, including location, date offered and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

iii. Rejection of Offered Unit

A current public housing resident who receives an offer of another unit that meets their specific needs and rejects that offered unit without good cause shall have their Reasonable Accommodation request considered completed and their name shall be removed from the Reasonable Accommodation

Waiting List. A new reasonable accommodation request may be submitted, at any time, to restart the process.

An applicant selected from the public housing wait list who receives an offer of a unit that meets their specific needs and rejects that offered unit will be offered the next available unit that meets their specific needs. If they reject this second offer without good cause, their name shall be removed from the Public Housing Waiting List, and they shall be ineligible to reapply for public housing for one year from the date of the second unit offer.

For purposes of this section, the determination of “good cause” shall be the sole responsibility of RRHA. However, any determination adversely affecting the resident or applicant shall be subject to RRHA’s grievance policies.

### 3. Cross-Platform Transfers

A Cross-Platform Transfer is transferring an individual or family from RRHA’s public housing Program to its Housing Choice Voucher Program (“HCVP”) as an accommodation without regard to their presence or placement on any HCVP waiting list. An example of a Cross-Platform Transfer is moving a public housing resident to the Housing Choice Voucher Program when that resident is not at the top of the HCVP waiting list.

In accordance with HUD regulations, RRHA does not use any preferences in its HCVP waiting lists. Applicants are assigned a placement on the list by a randomized lottery system and then admitted to the program based on that placement.

Therefore, any Cross-Platform Transfer is a fundamental alteration of RRHA’s programs. If a person with a Disability requests a Cross-Platform Transfer, RRHA will engage in the interactive process, described herein, in an attempt to identify an alternate accommodation.

### 4. Live-in Aide

A person with a Disability may require care from a live-in aide. A live-in aide is a person who:

- i. Is at least eighteen (18) years of age.

- ii. Resides with one or more elderly (at least 62 years of age), near elderly (between 50 and 62 years of age), or disabled (as defined herein) person,
- iii. Is essential to the care and well-being of the elderly, near elderly, or disabled person,
- iv. Is not obligated for the support of the elderly, near elderly, or disabled person, and
- v. Would not be living in the unit except to provide this care.

A relative may be considered as a live-in aide provided, they meet all the criteria listed herein. A proposed live-in aide with a spouse or children will be evaluated on a case-by-case basis.

When a person with a Disability requests a live-in aide, RRHA will ensure it gathers all necessary information to conduct proper screenings of the proposed live-in aide. Proposed live-in aides who do not meet all of RRHA's screening criteria applicable to live-in aides, as more fully described in Chapter 5 of RRHA's Admissions & Continued Occupancy Policy and Chapter 3-I.M of RRHA's Administrative Plan, will be denied and the Requestor will be given an opportunity to propose another individual to serve as their live-in aide.

#### 5. Service or Assistance Animals

Residents of RRHA with disabilities are permitted to have assistance, service, or companion animals, if such animals are necessary as a reasonable accommodation for their disabilities. RRHA residents or potential residents who need an assistance, service or companion animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodations policy.

Assistance, service, or companion animals are not considered pets and thus are not subject to the requirements of RRHA's Pet Policy other than approval, care, and handling requirements, in accordance with 24 C.F.R. §§ 5.303 and 960.705, and as outlined in ACOP Chapter 17 "Pet Policy" Sections E, F and G.

However, City of Richmond housing and building code restrictions and violations will be considered as it pertains to the boarding of animals within the city limits.

As part of the Reasonable Accommodation Process, residents must register their animal with their Property Manager and must provide RRHA with:

- A certificate signed by a licensed veterinarian or a local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable law; and
- The name, address, phone number of one or more responsible parties who can care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

The aforementioned information must be updated by the resident at least annually.

#### 6. Utility Allowances

Upon request from a family that includes a disabled person, RRHA must approve a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed to make the program accessible to and usable by the family. The policy of the RRHA is to adjust the amount of tenant-paid utilities or PHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments.

Such adjustments shall be made based on the qualification of the disabled individual's special need and the relief granted to the resident should be commensurate with the estimated value of the utility consumption necessitated by the equipment or condition causing the excess consumption. Residents wishing to request relief under this procedure should contact the Property Manager of the development in which they reside to acquire an Excess Utility Relief request form.

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of a disability.

### **EXHIBIT #3: 2020-2021 RULES AND REGULATIONS**

This document constitutes rules and regulations generally applicable to all leaseholders in RRHA's public housing program.

1. **NOTWITHSTANDING ANY PROVISION OF THE DWELLING LEASE TO THE CONTRARY, THE AMOUNT OF ANY LATE FEE ASSESSED IN ACCORDANCE WITH PART II, PARAGRAPH 2 OF SUCH LEASE SHALL NOT EXCEED FIVE DOLLARS (\$5) UNLESS AND UNTIL THESE RULES AND REGULATIONS ARE REVISED TO REFLECT OTHERWISE.**
2. **NOTWITHSTANDING ANY PROVISION OF THE DWELLING LEASE TO THE CONTRARY, AND UNLESS AND UNTIL THESE RULES ARE REVISED TO REFLECT OTHERWISE, RRHA MAY ASSESS THE LATE FEE DESCRIBED IN PART II, PARAGRAPH 2 OF SUCH LEASE ONLY IF THE TENANT'S CURRENT RENTAL MONTHLY CHARGE FOR THE MONTH IN WHICH SUCH LATE FEE IS TO BE ASSESSED REMAINS UNPAID AFTER THE EIGHTH DAY OF SUCH MONTH. No late fee may be assessed if only charges other than such current monthly rental charge is unpaid at such time. RRHA shall determine whether such current monthly rental charge is satisfied using the payment sequence described in Paragraph 6 of these Rules and Regulations.**
3. In case of fire call the Richmond Fire Department (phone 911) immediately, and then report it as soon as possible to the management office. After 4:30 p.m. daily or on a Saturday, Sunday, or holiday, call management's emergency telephone number, 780-4100.
4. Do not store paint, oil, gasoline, or other flammable materials in your dwelling.
5. Report any gas, electrical, water, or sewer problem immediately to the management office. After 4:30 p.m. daily or on a Saturday, Sunday, or holiday, call management's emergency telephone number, 780-4100.
6. Your rent is due on the first day of every month. Any payment made by you or on your behalf shall be applied for your account in the following manner:
  - i. First, to any outstanding monthly rent charges, in reverse chronological order of the date such charges was assessed (i.e., newer charges are paid before older ones).
  - ii. Then, to any charges for maintenance or damage beyond normal wear and tear charged in accordance with Part II, Paragraph 5 of the Lease, in reverse chronological order of the date such charges were assessed.
  - iii. Then, to any court costs or fees charged in accordance with Part II, Paragraph 15 of the Lease, in reverse chronological order of the date such charges were assessed.

- iv. Then, to any returned check or non-sufficient fund fees charged in accordance with Part II, Paragraph 2 of the Lease, in reverse chronological order of the date such charges were assessed.
  - v. Then, to any late fees charged in accordance with Part II, Paragraph 2 of the Lease, in reverse chronological order of the date such charges were assessed.
  - vi. Then, to any cleaning fees lawfully charged, reverse chronological order of the date such charges were assessed.
  - vii. Then, to any other miscellaneous amounts owed to Landlord by Tenant pursuant to this Lease or other applicable law, which amount is not otherwise accounted for in this section, in reverse chronological order of the date such charges were assessed.
  - viii. Then, to any excess utility surcharges charged in accordance with Part II, Paragraph 4 of the Lease, in reverse chronological order of the date such charges were assessed.
  - ix. Then, to pre-pay the Tenant's rental account with a positive balance which may be applied to future amounts owed.
7. Mail your check or money order to designated location as directed by RRHA. Pre-addressed envelopes are available at the management office.
  8. Keep your portion of your monthly statement and your portion of your money order in case of an error in your account.
  9. If your payment is not received by the close of business on the eighth day of the month, you will receive a Late Notice. Four such notices properly issued within a twelve-month period may result in lease termination. In the event that the eighth day falls on the weekend or holiday, payment will be received the next business day.
  10. Hardship in Paying Rent – If you are a Tenant who is paying minimum rent and are experiencing hardship in paying your minimum rent, you must notify your housing manager before the 8<sup>th</sup> of the month. Failure to do so may result in denying you the right to be considered for hardship exemption or payment agreement in accordance with your dwelling lease. **Hardship only applies to minimum rent.**
  11. Make all maintenance or service requests by phone. Weekdays before 4:30pm call 780-8700, weekends and after 4:30pm on weekdays call 780-4100. A written work order will be issued for all requests. In no case shall Tenant approach Maintenance Staff and direct them or assign tasks to Maintenance Staff. Contact your management office for items that can be taken to the maintenance shop for repair or replacement.
  12. Do not make any changes or alterations, either structural or cosmetic, in your dwelling. Do not paint, wallpaper, or otherwise alter the walls, floors, or ceilings of your residence without written approval of management.

13. Do not install freezers, dryers (even portable dryers), air conditioners, or other large electrical appliances without written approval of management.
14. Do not play radios, television sets, CD's, DVDs, and/or stereos at a volume that will disturb your neighbors. High volume sounds from home or car stereos, televisions, musical instruments, singing, power tools and such are not permitted. While you are expected to show consideration and courtesy to other Tenants 24 hours a day, seven days a week, the tenant shall keep the volume of any of the of the above sufficiently reduced especially before seven o'clock AM and after eleven o'clock PM so as not to disturb other tenants.
15. Do not allow members of your household and/or guests to destroy deface, damage, or remove any part of premises or the development.
16. Do not invite to, allow in, or give consent to be in, your premises, your development, or on RRHA property any person who you or anyone in your household have been notified or know is barred or banned from your premises, development, or RRHA property.
17. Refrain from the illegal manufacture, use, sale, possession or distribution of drugs and alcoholic beverages on or near any public housing premises. This includes possession of drug paraphernalia.
18. Keep trash and other waste in your trash can until the morning of collection by the City. Place your trash can at the designated location on the morning of the scheduled collection and return it to its proper place the same day after collection. Four citations issued within a twelve-month period for failing to comply with this rule will result in lease termination.
19. Do not keep any pet in violation of the Pet Policy Addendum to your dwelling lease.
20. Do not drive motor vehicles on the grounds. Do not leave motor vehicles unattended in alleys or service drives.
21. Do not wash vehicles on RRHA property. Do not leave improperly licensed and/or disabled vehicles on the street in any development. Vehicles in violation will be towed at the owners' expense. Your vehicle may be towed immediately and without notice for the following violations: Parked in a fire zone, no parking zone, handicapped zone without proper identification, blocking another vehicle, blocking a dumpster, preventing repairs and/or improvements, parked in grass, on sidewalks, or on curbs, blocking an entrance or exit, inoperable, expired plates/tags, abandoned, on jacks or blocks.
22. Swimming pools are **not** allowed on the Premises.

23. Do not store articles outside of your apartment. Keep yards, porches and balconies clean and uncluttered at all times. Only appropriate patio furnishings such as patio furniture and bicycles may be kept on porches or balconies. No other household furniture is allowed. Do not dry clothing or linens or store unsightly personal property on your porch, balcony, or yard at any time, including but not limited to boxes, tires, recyclables, and broken furniture.
24. No grills fueled by charcoal or gas or having an open flame may be used on any patio or balcony, nor used within ten (10) feet of any building or structure on the Premises. No grill while in use is to be left unattended at any time.
25. Do not hang heavy items such as large rugs on clothes lines. If Landlord provides common laundry facilities, such facilities are for our Tenants' use only upon payment of the meter charges for the use of laundry equipment. These charges may be increased from time to time. Landlord is not responsible for unattended laundry or for loss or damage to any personal property or any physical injury occurring from Tenant's use of the laundry facilities.
26. Do not use showers without shower curtains.
27. Do not put washing machine hose out of the kitchen window when washing clothes. Use washer drain to dispose of water in washing machine.
28. Water hoses/faucets continuously running are prohibited. (Turn water off)
29. Do not tamper with or open fire hydrants at any time.
30. Do not use your oven to heat the apartment.
31. Do not create a garden without first getting written permission from Management.
32. Please direct all complaints to the Property Manager. Complaint forms and suggestion forms are available at the Management Office.
33. Vandalism and/or destruction of plants, gardening equipment, or property or appurtenances of the Housing Authority, neighboring properties, or public property are prohibited. The Housing Authority has a zero-tolerance policy for vandalism, graffiti and/or malicious damage done to Authority property. Tenant and Tenant's guests or minors who engage in the above will be prosecuted, and the Lease and any related rental subsidy may be terminated. In addition, Tenant shall pay to Housing any costs associated with repairing damage to RRHA property.
34. Tenant shall not feed, nor leave food or seeds out for wild birds, wild or domestic animals, either outside the Premises or in the common areas. This practice attracts rodents, creates bird and animal droppings and results in unsafe and unsanitary living



conditions. Leaving any materials in any manner that will attract such animals on to Housing property is prohibited.

35. Tenant shall not use any window, ledge, balcony, patio, yard, or any common area, as a place to store or hang to dry items including but not limited to laundry, rugs, and mops. Tenant shall refrain from shaking clothing, rugs and similar items from any windows or balconies.
36. Tenant shall ensure that furniture, other than outdoor patio furniture kept on a porch, balcony or in a yard, is kept inside the Premises and that unsightly items are kept out of view. Planters placed on balconies shall have appropriate trays, so that water from planters does not run onto units below.
37. Tenant shall make all efforts to prevent and/or eliminate mold or mildew as part of Tenant's normal cleaning routine.
38. Tenant is expected to keep clean and in good working order all appliances and appurtenances within the Premises, and to report any needed repairs promptly. Tenant shall make repair requests as soon as is practical after the defect is noted. Failure to report maintenance items may result in charges to Tenant and Lease violations.
39. Tenant shall not install an air conditioner (window-mounted unit) without prior written permission from RRHA and payment of the appropriate installation fee. Tenant may install an antenna, including a satellite dish or mini-satellite dish only in accordance with the Satellite Addendum to be signed by Tenant.
40. Tenant shall not replace or alter any lock or doorknob in the Premises. Deadbolts and/or keyed locks are prohibited on interior doors. Any lock that is changed without prior written permission from Housing shall be considered a structural alteration and a violation of the Lease.
41. Repairing any vehicle, washing any vehicle and/or storing an inoperable vehicle shall not be permitted on RRHA property. Grocery store shopping carts shall not be stored or left on or near Housing property. Removal and towing fees may be charged to Tenants who do not comply with the above.
42. All Housing Authority dwelling units have locks on exterior doors. It is the Tenant's responsibility to ensure that locks are secured upon exiting the Premises, and to notify Maintenance if any lock is not functioning properly. When leaving for an extended period, Tenant shall notify Housing Management, in writing, as to the length of Tenant's absence.
43. Tenant shall ensure that all school-aged children named on the lease attend school regularly.
44. It is not possible for any Landlord or manager to ensure "security" or "safety". You must exercise due care for your and other's safety and security. You must promptly report any incident of theft, vandalism, or unsafe conditions to the RRHA Police

Officers and the management office. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons.

45. You represent that all information provided to Landlord as part of the application and leasing process is true and correct and was given by you voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement or governmental purposes, we may provide it without notice to you or any further consent.
46. Tenant shall not smoke in bed. Tenant shall not smoke, or permit any visitor to smoke, in any Unit where oxygen is in use or is being stored. Tenant shall check that all appliances are turned off prior to leaving Premises.
47. Tenant shall not place, store, leave unattended or discard bicycles, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood, newspapers, or any other item in the common areas. Common areas include, but are not limited to, hallways, entrances, breezeways, sidewalks, stairways, garden areas, public meeting rooms, laundry rooms, water heater closets and parking areas. If Tenant leaves items in the common areas, Housing may remove these items at the owner's expense.
48. All personal property placed on the premises, balcony, yards, clotheslines or in any other portion of the building and/ or property, or any place appurtenant thereto, shall be at the sole risk of the Tenant or the parties owning the same. Landlord shall in no event be liable for the loss, destruction, theft, or damage to such property from any cause whatsoever.
49. RRHA does not allow firearms and other weapons on the property. You must comply with all federal, state, and local regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns or any other object that can be construed as a weapon.
50. An adult must supervise your children, and the children of your guests who are age 17 and under, when outside your unit. Patios and balconies are considered "outside".
51. Tenants and guests are to treat all neighbors, visitors, and RRHA staff with courtesy and respect.
52. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence **will not be** tolerated.

Tenant covenants and agrees that all Rules and Regulations which are incorporated into RRHA's Admissions and Continued Occupancy Policy ("ACOP") and into the Dwelling Lease by reference, and made a part of such Dwelling Lease and ACOP, or are hereafter adopted by Landlord to apply uniformly to all tenants and made known to all tenants

whether existing or prospective, shall have the same force and effect as covenants of the Lease and the Tenant covenants that he/she, their family members, guests and any other person under their control will observe all such Rules and Regulations as a condition of the Lease. Violations of any of these Rules and Regulations may result in fines and or lease termination. These Rules and Regulations may be amended unilaterally by RRHA from time to time in accordance with Va. Code § 55.1-1228, 24 C.F.R. § 966.4(f), and other applicable law.

**THESE RULES AND REGULATIONS SHALL BE IN FULL FORCE AND EFFECT BEGINNING ON OCTOBER 1, 2021, AND CONTINUING UNTIL LATER REVOKED, REVISED OR AMENDED BY RRHA'S BOARD OF COMMISSIONERS.**

---

DRAFT

#### **EXHIBIT #4: LIST OF STANDARD CHARGES**

A charge will be assessed against tenants based on cost as stated herein, for work performed by maintenance. All cost and fees as stated herein are subject to change.

**CHARGES FOR WORK PERFORMED BECAUSE OF DAMAGE, ABUSE OR MISUSE AND OR NEGLIGENCE (OUTSIDE OF NORMAL WEAR AND TEAR). No charge may be assessed for preventive maintenance, for damage caused purely by normal wear and tear, or for damage directly caused by acts or omissions of RRHA.**

This list of charges includes the cost of labor and materials to install or repair the listed items. The charges listed in this paragraph are incurred by the tenant only if damages are outside of normal wear and tear.

#### **ANY DAMAGE**

Any damage to RRHA property outside of normal wear and tear caused by the tenant or persons as described in the lease. The charges shall be 100% of the actual cost but shall not exceed the Authorities Insurance deductible for such damage.

#### **AFTER - HOURS CALLS**

These hours include weekend and holidays.

All maintenance calls made by tenant for services that are not an emergency or caused by the tenant, a member of the household or a guest will be billed at the After-Hours rates set from \$50.00 to \$127.00 depending on the Service Technician that is needed to complete the service, [excluding Lock out services for the Elderly Buildings.](#)

#### **EMERGENCY SITUATIONS:**

- Gas Leaks
- Fires
- RRHA's Fire or Security Alarms being activated.
- Sewer stoppages that are overflowing or affecting other units.
- Water leaks that cannot be cut off in the unit or that cannot be controlled by placing a container under the leak.
- Noise(s) in the boiler rooms
- No electricity to a unit
- Electrical sparks from a switches and receptacles.
- Break-ins if the door cannot be secured by locking it or if a first-floor window is broken out.
- No water at all to or in the unit.
- No Heat in the unit and outside Temperature is below 30 degrees.
- For Elderly Buildings Only:

- Lock out Service.
- Air Conditioner not working and outside temperature is more than 78 degrees Fahrenheit.
- Commode Stoppage

**COMMODOE STOPPAGE**

There will be a minimum of \$15.00 charge for all stoppages unless the commode malfunctions, or a stack or lateral stoppage exists.

**SMOKE ALARM VIOLATIONS**

If Management enters at any time and the Smoke alarm is disconnected or nonfunctional as the result of tampering, a \$50.00 Violation fee will be charged.

**INSTALLATIONS AND ALTERATIONS**

There will be a charge for all alterations (i.e., satellite, ceiling fans, and other installations) of \$50.00. Any painting of room at Actual Cost.

**STANDARD CHARGES**

Items	Labor	Material	Total Cost
<b>Janitorial</b>			
- <b>Cleaning</b>			
Any room other than kitchen	15.00/Hr.		Actual Cost
Kitchen and pantry (walls and ceilings)	15.00/Hr.	Actual Cost	Actual Cost
Kitchen Cabinets	15.00/Hr.	Actual Cost	Actual Cost
All bathroom fixtures (per bath)	15.00/Hr.	Actual Cost	Actual Cost
Commode Complete	15.00/Hr.	Actual Cost	Actual Cost
		Actual Cost	Actual Cost
Cleaning floor tile	15.00/Hr.	Actual Cost	Actual Cost
Range, complete	15.00/Hr.	Actual Cost	Actual Cost
Refrigerator	15.00/Hr.	Actual Cost	Actual Cost
<b>Grounds</b>			
- <b>Plants and Lawns</b>	Actual Cost	Actual Cost	Actual Cost
Tree and Shrubs	Actual Cost	Actual Cost	Actual Cost
<b>Structure</b>			
- <b>Doors</b>	15.00/Hr.	Actual Cost	Actual Cost
New door exterior	15.00/Hr.	Actual Cost	Actual Cost
New door interior (hollow core)	15.00/Hr.	Actual Cost	Actual Cost
New door interior (solid panel)	15.00/Hr.	Actual Cost	Actual Cost
Repairs to Doors - Interior	15.00/Hr.	Actual Cost	Actual Cost
Repairs to Doors-Exterior	15.00/Hr.	Actual Cost	Actual Cost
Door Stop	15.00/Hr.	1.20	Actual Cost
<b>Screen Doors</b>			
New Door	15.00/Hr.	Actual Cost	Actual Cost
Repair to Door	15.00/Hr.	Actual Cost	Actual Cost

Spring and Chain -05-668	* Door	15.00/Hr.	3.63	Actual Cost
Spring * Door-06-638		15.00/Hr.	.97	Actual Cost
Check chain		15.00/Hr.	2.10	Actual Cost
Lock, push button storm door	*Door -04-406	15.00/Hr.	4.52	Actual Cost
Prescreening (per panel)		15.00/Hr.	Actual Cost	Actual Cost
- <b>Windows</b>				
Window Lock		15.00/ Hr.	1.98	Actual Cost
Window stool, stone repair		15.00/Hr.	Actual Cost	Actual Cost
Window balance		15.00/ Hr.	5.68	Actual Cost
A/C Vent Installation		15.00/Hr.	\$20.00	Actual Cost
- <b>Window Screens</b>				
Whole screen, all sizes		15.00/Hr.	28.00	Actual Cost
Rescreening, all sizes (security screen)		15.00/Hr.	5.25	Actual Cost
- <b>Hardware</b>				
Front door lock ( Falcon)		15.00/Hr.	16.28	Actual Cost
Front door lock (Falcon) Dead Bolt		15.00/Hr.	34.00	Actual Cost
Cylinder (exchange)		15.00/Hr.	22.00 ea. Door	Actual Cost
New Cylinder		15.00/Hr.	24.77	Actual Cost
Interior door latch		15.00/Hr.	13.02	Actual Cost
Mortis locks and trim		15.00/Hr.	Actual Cost	Actual Cost
Mailbox lock		15.00/Hr.	7.69	Actual Cost
Key, replacement *		15.00/Hr.	2.85	Actual Cost
Keyhole, removing foreign material		15.00/Hr.	Actual Cost	Actual Cost
Kitchen cabinet hinges		15.00/Hr.	1.19	Actual Cost
Coat hook *		15.00/Hr.	.49	Actual Cost
Dummy facing front under sink		15.00/Hr.	18.00	Actual Cost
Drawer slides		15.00/Hr.	7.65	Actual Cost
- <b>Countertop (Formica)</b>				
Damaged area of ten square inches or more will be sufficient cause for replacement of countertop		15.00/Hr.	Actual Cost	Actual Cost
- <b>Glass</b>				
Complete Window & Sash		15.00/Hr.	Actual Cost	Actual Cost
Thermal pane glass per sash		15.00/Hr.	Actual Cost	Actual Cost
- <b>Miscellaneous</b>				
Bathroom ceramic tile (per square foot)		Labor included in sq. ft. price	2.25/ sq. ft.	
Replace floor tile (per square foot)		Labor included in sq. ft. price	2.52/ sq. ft.	
Closet pole		15.00/Hr.	13.86	

Closet bracket	15.00/Hr.	4.00	Actual Cost
Closet shelf (material price is per foot)	15.00/Hr.	2.75 per board fl.	Actual Cost
<b>Painting and Shades</b>			
Removing wallpaper/ contact paper and repainting (per room)			
<b>Shade charges</b>			
73 ¼ x 72 *	15.00/ Hr.	10.76	Actual Cost
60 x 60 *	15.00/ Hr.	10.09	Actual Cost
32 x 72 *	15.00/ Hr.	5.70	Actual Cost
39 ¼ x 60 *	15.00/ Hr.	6.44	Actual Cost
46 ¼ x 72 *	15.00/ Hr.	6.80	Actual Cost
53 ½ x 108 *	15.00/ Hr.	12.35	Actual Cost
<b>Shades can be exchanged by calling in a work order. The cost of the original size shade that had to be cut to fit will be the cost</b>			
<b>- Plumbing</b>			
Faucet lavatory (faucet kitchen)	15.00/ Hr.	51.50	Actual Cost
Faucet handle	15.00/ Hr.	9.35	Actual Cost
Faucet shower/ tub	15.00/ Hr.	66.48	Actual Cost
Faucet knob	15.00/ Hr.	7.63	Actual Cost
Water closet tank	15.00/ Hr.	137.50	Actual Cost
Water closet tank top	15.00/ Hr.	25.00	Actual Cost
Toilet bowl	15.00/ Hr.	67.56	Actual Cost
Toilet seat, complete	15.00/ Hr.	8.20	Actual Cost
Lavatory, tub, or laundry tray stopper	15.00/ Hr.	.91	Actual Cost
Sink base strainer	15.00/ Hr.	3.27	Actual Cost
<b>- Bath Accessories</b>			
Shower Rod	15.00/ Hr.	2.06	Actual Cost
Paper holder spring roller	15.00/ Hr.	2.50	Actual Cost
Tumbler and toothbrush holder	15.00/ Hr.	2.52	Actual Cost
Soap dish	15.00/ Hr.	3.09	Actual Cost
Soap dish and grab bar	15.00/ Hr.	15.00	Actual Cost
Towel bar 24"	15.00/ Hr.	5.00	Actual Cost
Mirror for medicine cabinet	15.00/ Hr.	19.80	Actual Cost
Medicine Cabinet	15.00/ Hr.	43.81	Actual Cost
<b>- Drain lines</b>			
Unstopping drain line (per stoppage)	15.00-95.00hr.	Actual Cost	Actual Cost
Unstopping toilet bowl (per stoppage) ( auger required)	15.00-95.00hr.	Actual Cost	Actual Cost
Removing toilet bowl (per stoppage)	15.00-95.00hr.	Actual Cost	Actual Cost
<b>- Electrical</b>			
Porch globe	15.00/ Hr.	3.15	Actual Cost
Switch or receptacle	15.00/ Hr.	1.18	Actual Cost
Kitchen fixture, glass	15.00/ Hr.	19.58	Actual Cost
Duplex receptacle	15.00/ Hr.	.69	Actual Cost
Single pole switch	15.00/ Hr.	.79	Actual Cost

Three-way switch	15.00/ Hr.	1.47	Actual Cost
Lighting Fixture, plastic (snap on globe)	15.00/ Hr.	4.10	Actual Cost
Dining room fixture, glass	15.00/ Hr.	15.19	Actual Cost
Smoke Alarm			50.00
Light Bulb 60Watt	15.00/ Hr.	1.89	Actual Cost
Light Bulb 2 prong	15.00/ Hr.	1.51	Actual Cost
- <b>Heating</b>			
Radiator valve knob & A/C Knobs	15.00/ Hr.	3.50	Actual Cost
- <b>Ranges</b>			
Broiler	15.00/ Hr.	16.85	Actual Cost
Broiler pan	15.00/ Hr.	17.55	Actual Cost
Thermostat	15.00/ Hr.	55.13	Actual Cost
Safety valve	15.00/ Hr.	136.00	Actual Cost
Knob for top burner	15.00/ Hr.	3.10	Actual Cost
Dial for oven control	15.00/ Hr.	4.30	Actual Cost
Top burner	15.00/ Hr.	14.00	Actual Cost
Oven rack	15.00/ Hr.	11.33	Actual Cost
Oven door	15.00/ Hr.	36.00	Actual Cost
Main top	15.00/ Hr.	44.37	Actual Cost
Broiler door	15.00/ Hr.	16.00	Actual Cost
Fan filter	15.00/ Hr.	10.00	Actual Cost
- <b>Refrigerator</b>			
Refrigerator door panel	15.00/ Hr.	Actual Cost	Actual Cost
Door liner	15.00/ Hr.	Actual Cost	Actual Cost
Shelf, replacement	15.00/ Hr.	Actual Cost	Actual Cost
Vegetable pan	15.00/ Hr.	Actual Cost	Actual Cost
Flipper lid for chiller tray	15.00/ Hr.	Actual Cost	Actual Cost
Ice tray- plastic	15.00/ Hr.	2.50	Actual Cost
Freezer compartment	15.00/ Hr.	Actual Cost	Actual Cost
Freezer compartment door	15.00/ Hr.	Actual Cost	Actual Cost
Electric cord plug	15.00/ Hr.	8.59	Actual Cost
Door shelf	15.00/ Hr.	32.48	Actual Cost
Door gasket (2 door)	15.00/ Hr.	Actual Cost	Actual Cost
Cover vegetable crisper	15.00/ Hr.	Actual Cost	Actual Cost

Other items may occur not listed. In such cases, charges will be based on the cost of material and labor.

Part cost will be the actual cost paid by RRHA for parts. Tenant will be charged for parts not listed on this chart according to the actual cost RRHA pay for the item.

Antennas and or Equipment for Satellite TV.

Removal of equipment that has been installed for the purpose of receiving TV or radio signals by or for the resident will be removed from RRHA property by RRHA Maintenance staff only. RRHA Maintenance will remove the equipment at the Actual Cost of doing so and disposing of the equipment within 5 business day of vacated date.



**A. CHARGES FOR SERVICE**

The following is a list of charges for items that are the responsibility of tenants to check and correct. Included in the cost are labor, travel time and administrative processing cost.

ITEM	Cost
Pulling super-can for city pick-up	9.00 ea. Occur.
Pull Super-can back to unit from street. After second occurrence. (In accordance with the City of Richmond Violations)	50.00
Cleaning yard (Per citation) cost	30.00 ea.
Lawn moving and trimming	Actual Cost
Pruning shrubs	Actual Cost
Re-setting Breakers	Actual Cost

**B. CHARGES FOR APPROVED TENANT-INSTALLED APPLIANCES**

**This will apply to Tenants not charged excess utility surcharges only.** Tenant may install any of the following appliances only with the prior written approval from management. Such approval shall be given if the utility service is adequate and the method of installation, including venting (where necessary), is satisfactory. Where utility capacities are limited, air-conditioning units may be installed only after prior written approval by management based on health needs verified by a doctor's certification. **At no time should an appliance block any windows or doors which cause a safety concern.**

Charges for such appliances installed are as followed:

ITEM	Cost
For each tenant-owned electric refrigerator	8.00 per month
For each home freezer	8.00 per month
For each gas-fired dryer	8.00 per month
For each electric dryer	8.00 per month
For each air-conditioning unit (except in the case of elderly, handicapped, or disabled residents to whom charge is to be made) – (8000 BTU and under)	12.00 per month
For each air-conditioning unit (except in the case of elderly, handicapped, or disabled residents to whom charge is to be made) – (8000 to 10,000 BTU and under)	15.00 per month

Units over 10,000 BTU are not allowed and not more than a total of 16,000 BTU per apartment.

**NOTE:** The charge for an electric air-conditioner I estimated per season. However, for the convenience of the tenant, this charge is pro-rated over the entire year.

Charges made because of damage, abuse, and misuse as a result of a service request and for vacancy turnover will include material, and a 15.00 administrative cost.

**All listed materials cost within this document are subject to change without notice based on actual cost to RRHA.**

DRAFT

**EXHIBIT #5: SAMPLE NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE**

**90-Day Notice to Vacate**

Dear [RESIDENT]:

As you were previously notified, Richmond Redevelopment and Housing Authority (RRHA) has been working on a project with the scattered site properties as a result of the United States Housing and Urban Development (HUD) approved Section 32 Homeownership application. In an effort to ensure all residents of the scattered site properties understand the direction of this project, RRHA has held several meetings to discuss the strategy, impact and options that are being provided to residents. This letter sets forth those options for housing and relocation assistance.

**Housing Assistance Applicable to the Comparable Unit**

HUD requires that residents that are displaced receive housing options, which provide them a choice of housing comparable to the unit that they currently occupy. Families residing in the scattered site properties have been offered the following comparable housing:

- Purchase the property where they currently reside.
- Apply for a voucher.
- Move to a multi-family public housing development.

**You exercised your right of first refusal and decided [TO/NOT TO] purchase the unit at [UNIT]. You have also indicated that you [DO/DO NOT] desire to relocate to a multi-family public housing development. You [HAVE/HAVE NOT] elected to utilize a voucher and [HAVE/HAVE NOT] chosen to move to private market housing.**

In accordance with applicable regulations, you must be given a vacate notice 90 days prior to the date that the home must be vacated.

This is your **90-Day Notice to Vacate**. You are now required to move from your current home within the next 90 days, but no later than **[DATE]**, which is 90 days from the effective date of this notice. You are now eligible for relocation assistance to help you move.

**Moving Assistance Available**

HUD regulations require that RRHA pay for moving costs associated with your move. Based on the Federal Highway Administration Schedule, you may receive a check to cover moving costs based on current unit room size; this may also assist you with deposits on services you may require. You are responsible for packing your household items and making all of your own moving arrangements. HUD requires that you receive a \$100.00 displacement allowance from RRHA.

As stated herein, the effective date of this notice is [DATE]. I want to make it clear that you are eligible for help to relocate your household. This includes payment for moving costs.

If you have any questions, please contact [STAFF MEMBER]. They are the RRHA representative that will assist you with your relocation.

This letter is important to you and should be retained.

---

**REQUEST FOR INFORMAL CONFERENCE to DISCUSS TENANT  
GRIEVANCE**

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY  
Post Office Box 26887  
Richmond, Virginia 23261

**REQUEST FOR INFORMAL CONFERENCE TO DISCUSS TENANT GRIEVANCE**

Complainant's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Development Name and Unit Number \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Property Manager \_\_\_\_\_  
Brief explanation of the nature of your grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Management Employee Receiving This  
Request

\_\_\_\_\_  
Title of Management Employee

Date \_\_\_\_\_

Time \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT #7: RECEIPT OF REQUEST FOR INFORMAL CONFERENCE  
TO DISCUSS TENANT GRIEVANCE**

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY  
Post Office Box 26887  
Richmond, Virginia 23261

**RECEIPT OF REQUEST FOR INFORMAL CONFERENCE TO DISCUSS TENANT GRIEVANCE**

Complainant's Name \_\_\_\_\_

Address \_\_\_\_\_

Development Name and Unit Number \_\_\_\_\_

Telephone Number \_\_\_\_\_

Property Manager \_\_\_\_\_

On \_\_\_\_\_ at \_\_\_\_\_, a request for  
Date Time

An informal conference to discuss a grievance was received from the above-named complainant concerning the following issues: \_\_\_\_\_

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

Complainant has been advised that the informal conference to discuss his/her grievance has been scheduled for:  
\_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ in  
complainant's development's Management office.

\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Development Tenant

**EXHIBIT #8: SUMMARY OF INFORMAL CONFERENCE TO DISCUSS  
TENANT GRIEVANCE**

**RICHMOND DEVELOPMENT AND HOUSING AUTHORITY  
Post Office Box 26887  
Richmond, Virginia 23261**

**SUMMARY OF INFORMAL CONFERENCE TO DISCUSS TENANT GRIEVANCE**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Development: \_\_\_\_\_  
\_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Your grievance pertaining to the following issue(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has been received and carefully considered. At the conference on the above date, the following persons were present in addition to yourself and the Property Manager:

\_\_\_\_\_  
Management's decision is as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Concise statement of Management's view of the matter, and a statement as to what action, if any, will be taken.)

If you are not in agreement with Management's decision, Management will be glad to discuss the matter further with you. If you do not wish to do so, but desire a formal hearing, you may request one by writing RRHA's Hearing Officer/Hearing Panel at the following address: Richmond Redevelopment and Housing Authority, Affordable Housing Division, Post Office Box 26887, Richmond, Virginia 23261, or by delivering to Management your written request within ten (10) business days of the receipt of this summary. Your request must specify the reasons for the grievance and the action or relief you are seeking. A form entitled Statement of Grievance and Request for Formal Grievance Hearing is attached for your use, if needed.

Upon receipt of your request, a formal grievance hearing will be scheduled in accordance with RRHA's Tenant Grievance Procedure, a copy of which is attached to your lease and is in each Management office for your examination. The scope of review at the formal grievance will be limited to issues raised at your informal conference.

As provided in the Tenant Grievance Procedure, in the event that your grievance involves the manner in which your rent has been calculated, you must pay to Management all rent due and owing as of the first day of the month preceding the month in which your rent was adjusted. Should you have any questions concerning your grievance rights please call or come to your development's Management office.

Sincerely,

---

---

DRAFT

## **EXHIBIT #9: PROCEDURES FOR FORMAL GRIEVANCE HEARING**

### **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY Procedures governing the FORMAL Grievance hearing**

#### **Hearing - The hearing shall be held before the Hearing Officer/Hearing Panel.**

**Due Process** - Complainant shall be afforded a hearing, which shall include:

- The opportunity to examine any RRHA documents before the hearing (in the presence of a management staff person), including any records and regulations of Management that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at his own expense (50 cents per page). If RRHA does not make the document available to the complainant upon his request, RRHA may not rely on that document at the grievance hearing.
- RRHA will furnish complainant a list of its witnesses at least three (3) business days before the hearing. Any witness not so identified after a timely request therefor by complainant may not be called by RRHA at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.
- The right to require the presence of any Management employee whose testimony complainant reasonably believes is relevant to his case. The reasonableness of the complainant's belief in this regard shall be determined by the Hearing Officer/Hearing Panel if disputed.
- An explanation to complainant at the hearing of his due process rights.
- The right to be represented by counsel or other person chosen as their representative, and to have such person make statements on the complainant's behalf.
- Unless the complainant requests a public hearing, the complainant has the right to a private hearing which includes only the complainant, the Hearing Officer/Hearing Panel, complainant's counsel (or other representative), RRHA's counsel and any testifying witness. Witnesses will be sequestered until they are called to testify.
- The right to present evidence and arguments in support of the grievance, to controvert evidence relied on by Management and to confront and cross-examine all witnesses on whose testimony or information RRHA relies and to present any affirmative, legal, or equitable defense which complainant may have.
- A decision on the merits based solely and exclusively upon the facts presented at the hearing.
- Any party to a grievance may arrange to obtain a hearing transcript, at their own expense.

**Witnesses** - Complainant shall provide RRHA with a list of his/her witnesses at least three (3) business days before the hearing. Any witnesses not identified may not



be called by complainant at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.

**Precedent** - The Hearing Officer/Hearing Panel may render a decision without proceeding with the hearing if it is determined that the issue has been previously decided in another grievance hearing.

**Failure to Appear** - If any Management employee or other appropriate RRHA personnel fail to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may either postpone the hearing for a period not to exceed ten (10) business days or proceed without the testimony of the RRHA employee.

- If complainant fails to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may also elect to postpone the hearing for a period not to exceed ten (10) business days or determine that the complainant has waived his/her right to a hearing. Both complainant and RRHA Management shall be notified in writing within five (5) business days of the Hearing Officer/Hearing Panel's decision as to whether complainant's failure to appear constitutes a waiver of his/her right to the hearing. A determination that complainant has waived their right to a hearing shall not constitute a waiver of any right complainant may have to contest the Hearing Officer/Hearing Panel's disposition of their grievance in an appropriate judicial proceeding.
- If the Hearing Officer/Hearing Panel decides to postpone the hearing due to Management's or the complainant's failure to appear, then the notice of the decision in this regard shall specify the rescheduled date and time of the hearing.

**Burden of Proof** - At the hearing, complainant must first make a showing of an entitlement to the relief sought, and thereafter, RRHA must sustain the burden of justifying their act or omission giving rise to the grievance.

- The hearing shall be conducted informally by the Hearing Officer/Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer/Hearing Panel shall require Management, complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer/Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party.
- Complainant or RRHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**Accommodation of Persons with Disabilities** - RRHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this subpart shall be in an accessible format.

**Scope of Review** – The scope of the hearing will be limited only to those issues raised in the informal conference regarding this grievance.

DRAFT