

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

DRAFT

Admissions & Continued Occupancy Policy (ACOP)

FY 2026-2027



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HOTMA 102/104 Appendix to the ACOP

Introduction

HOTMA CHANGES IN THE ACOP

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs.

HOTMA 102/104

HUD published a final rule on February 14, 2023, revising regulations related to income, assets, adjusted income, verification, and reexams (among others) to implement Sections 102 and 104 of HOTMA. While the new regulations were effective January 1, 2024, HUD has delayed the compliance date for HOTMA 102/104. Initially, HUD published a delayed compliance date of January 1, 2025, but HUD again delayed the compliance date for HOTMA 102/104 and no new date has been provided. *Compliance* with Sections 102 and 104 of HOTMA means not only applying HOTMA 102/104 regulations to affected programs but also reporting in HUD's new Housing Information Portal (HIP) system. Currently, PHAs remain unable to comply with HOTMA 102/104 because compliance depends on transitioning from HUD's IMS/PIC system (which is unable to accept HOTMA-compliant Form HUD-50058) to HUD's new HIP system (which will be the only system that accepts HOTMA-compliant Form HUD-50058). PHAs cannot transition to HOTMA until HIP is in place, HOTMA-compliant, and accessible. However, HUD has determined that a few HOTMA 102/104 policies are not dependent on transition systems and easily isolated from other HOTMA 102/104 policy changes. These policies may be implemented prior to the migration to HIP.

HUD stated that PHAs may update their policy documents before determining the date at which they will transition to all HOTMA Section 102 and 104 policies. HUD stated that in order to update their policy documents for HOTMA in this circumstance, PHAs may create an appendix that contains the HOTMA policies that will be incorporated at a later date. The model policy adopts such an approach. HOTMA 102/104 policies are provided in each affected area of the model policy. However, with the exception of the policies HUD has indicated may be adopted early, HOTMA policies that are "on hold" are indicated in the model policy as such. Further, an appendix has been provided to explicitly call out those policies that are on hold.

ABOUT THE ACOP

REFERENCES CITED IN THE ACOP

Authority for PHA policies is derived from many sources. Primary among these sources are regulations and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. In the absence of legal requirements or HUD guidance, industry practice may lead to PHA policy. Finally, the public housing lease will affect PHA policy and therefore must be consistent with federal and state laws and regulations.

HUD

HUD provides the primary source of PHA policy through federal regulations, HUD Notices and handbooks. Compliance with federal regulations, current HUD Notices and HUD handbooks is mandatory.

HUD provides nonmandatory guidance to PHAs through HUD published guidebooks. Expired HUD Notices and handbooks also provide guidance for PHA policy. Following HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a “safe harbor.”

Content contained on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations to a specific pattern.

State Law

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

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.

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. An industry practice is a way of doing things that is followed by most housing authorities.

RESOURCES CITED IN THE ACOP

The ACOP cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the ACOP may contain the entire name of the document or resource. Following is a key to abbreviations used for various sources that are frequently cited in the ACOP, and a list of references and document locations that are referenced in the ACOP or that may be helpful to you.

Public Housing Occupancy Guidebook

In June 2020 HUD began issuing a new version of the *Public Housing Occupancy Guidebook* chapter-by-chapter. Unlike the previous version of the guidebook in which chapters were numbered, the new version includes chapter names, but no numbers. As the new version of the guidebook has not yet been fully released, and since the previous version of the guidebook contains guidance not found in the new version, the policy cites both versions of the guidebook. Therefore, where the *Public Housing Occupancy Guidebook* is cited in the policy, the citation will make a distinction between the “old” and “new” versions of the guidebook. The “old” version of the guidebook will continue to be cited as *PH OCC GB* with a chapter/page reference (example: PH OCC GB, p. 5-4). If HUD has also released a new chapter on the same topic with information that either adds new information or updates existing information from the previous guidebook, the new guidebook will be cited as *New PH OCC GB* with a chapter title and page reference (example: New PH OCC GB, *Lease Requirements*, p. 11).

On September 29, 2023, HUD issued Notice PIH 2023-27 to implement sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA). The notice supersedes relevant portion of the guidebook, specifically the chapters on eligibility and occupancy, income determinations, and reexaminations. Where chapters have not been altered by the HOTMA implementation notice, the model policy continues to cite the Public Housing Occupancy Guidebook.

Abbreviations

Throughout the ACOP, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited by the ACOP.

Abbreviation	Document
CFR	Code of Federal Regulations
HUD-50058 IB	HUD-50058 Instruction Booklet
PH OCC GB	Public Housing Occupancy Guidebook, June 2003
New PH OCC GB	Public Housing Occupancy Guidebook, Various dates of release
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions
VG	Verification Guidance, March 2004 (attachment to PIH Notice 2004-1)

Resources and Where to Find Them

The HUD website is <https://www.hud.gov/>.

Guidebooks, handbooks, and other HUD resources may be found at the HUDClips website:
https://www.hud.gov/program_offices/administration/hudclips

Following is a list of resources helpful to the PHA or referenced in the ACOP, and the online location of each.

Document and Location
Code of Federal Regulations http://www.ecfr.gov
Enterprise Income Verification (EIV) System PHA Security Procedures https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF
Executive Order 11063 https://www.archives.gov/federal-register/codification/executive-order/11063.html
Federal Register https://www.federalregister.gov/
HOTMA Final Rule https://www.federalregister.gov/documents/2023/02/14/2023-01617/housing-opportunity-through-modernization-act-of-2016-implementation-of-sections-102-103-and-104?utm_campaign=subscription+mailing+list&utm_source=federalregister.gov&utm_medium=email
HOTMA Implementation Notice, PIH 2023-27 https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-27pihn.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf
Notice PIH 2010-26, Nondiscrimination and Accessibility Notice http://www.hud.gov/offices/pih/publications/notices/10/pih2010-26.pdf
Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF
Public Housing Occupancy Guidebook, June 2003 https://www.hud.gov/sites/documents/DOC_10760.PDF
VAWA Resources https://www.hud.gov/vawa

Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

The PHA receives its operating subsidy for the public housing program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the public housing program. The PHA must ensure compliance with federal laws, regulations and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the public housing program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: The Public Housing Agency (PHA). This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The Public Housing Program. This part contains information about public housing operation, roles and responsibilities, and partnerships.

Part III: The Admissions and Continued Occupancy (ACOP). This part discusses the purpose and organization of the plan and its revision requirements.

PART I: THE PHA

1-I.A. OVERVIEW

This part describes the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA

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

Public housing is funded by the federal government and administered by the **Richmond Redevelopment and Housing Authority** for the jurisdiction of **City of Richmond, Virginia**.

RRHA is governed by a board of officials that are generally called "commissioners." Although some PHAs may use a different title for their officials, this document will hitherto refer to the "board of commissioners" or the "board" when discussing the board of governing officials.

Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation. The board of commissioners establishes policies under which the PHA conducts business and ensures that those policies are followed by PHA staff. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability and success.

Formal actions of the PHA are taken through written resolutions, adopted by the board and entered into the official records of the PHA.

The principal staff member of the PHA is the Chief Executive Officer (CEO), who is selected and hired by the board. The CEO oversees the day-to-day operations of the PHA and is directly responsible for carrying out the policies established by the commissioners. The CEO's duties include hiring, training, and supervising the PHA's staff, as well as budgeting and financial planning for the agency. Additionally, the CEO is charged with ensuring compliance with federal and state laws, and program mandates. In some PHAs, the CEO is known by another title, such as Executive Director or president.

1-I.C. PHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides the basis for strategy development, identification of critical success factors, resource allocation decisions, as well as ensuring client and stakeholder satisfaction.

PHA Policy

A. Mission:

-To be the catalyst for quality Affordable Housing and Community Revitalization

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.

of the residents, and to create a team-based environment that promotes communication and development of all employees.

cation and development of all employees.

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**

1-I.D. THE PHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, the PHA is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, the PHA resolves to:

- Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide housing that is safe, habitable, functionally adequate, operable, and free of health and safety hazards—in compliance with the National Standards for the Physical Inspection of Real Estate: Inspection Standards (NSPIRE)—for very low- and low-income families.
- Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
- Promote fair housing and the opportunity for very low- and low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.
- 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 continue occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability, or familial status.
- Create positive public awareness and expand the level of family and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.

The PHA will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them.

PART II: THE PUBLIC HOUSING PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff an overview of the history and operation of public housing.

The United States Housing Act of 1937 (the “Act”) is responsible for the birth of federal housing program initiatives, known as public housing. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low-income residents. There have been many changes to the program since its inception in 1937.

The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created the federal Department of Housing and Urban Development (HUD).

The Housing Act of 1969 created an operating subsidy for the public housing program for the first time. Until that time, public housing was a self-sustaining program.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed PHAs more remedies to replace or revitalize severely distressed public housing developments. Highlights of the Reform Act include: the establishment of flat rents; the requirement for PHAs to develop five-year and annual plans; income targeting, a requirement that 40% of all new admissions in public housing during any given fiscal year be reserved for extremely low-income families; and resident self-sufficiency incentives.

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs.

The Final Rule implementing broad changes to income and assets in Sections 102 and 104 of HOTMA, and for PHAs that administer the public housing program over-income provisions in Section 103, was officially published in the *Federal Register* on February 14, 2023. On September 29, 2023, HUD issued notice PIH 2023-27, which provided guidance to PHAs on the implementation of the program changes described in the Final Rule. HUD issued a revised version of the notice on February 2, 2024.

1-II.B. PUBLIC HOUSING PROGRAM BASICS

HUD writes and publishes regulations in order to implement public housing laws enacted by Congress. HUD contracts with the PHA to administer programs in accordance with HUD regulations and provides an operating subsidy to the PHA. The PHA must create written policies that are consistent with HUD regulations. Among these policies is the PHA's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the board of commissioners of the PHA.

The job of the PHA pursuant to HUD regulations is to provide safe, habitable dwelling units to low-income families at an affordable rent. The PHA screens applicants for public housing and, if they are determined to be eligible for the program, the PHA makes an offer of a housing unit. If the applicant accepts the offer, the PHA and the applicant will enter into a written lease agreement. At this point, the applicant becomes a tenant in the public housing program.

In the context of the public housing program, a tenant is defined as the adult person(s) (other than a live-in aide who (1) executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit. [24 CFR 966.53]. The Public Housing Occupancy Guidebook refers to tenants as "residents." The terms "tenant" and "resident" are used interchangeably in this policy. Additionally, this policy uses the term "family" or "families" for residents or applicants, depending on context.

Since the PHA owns the public housing development, the PHA is the landlord. The PHA must comply with all of the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and PHA policy.

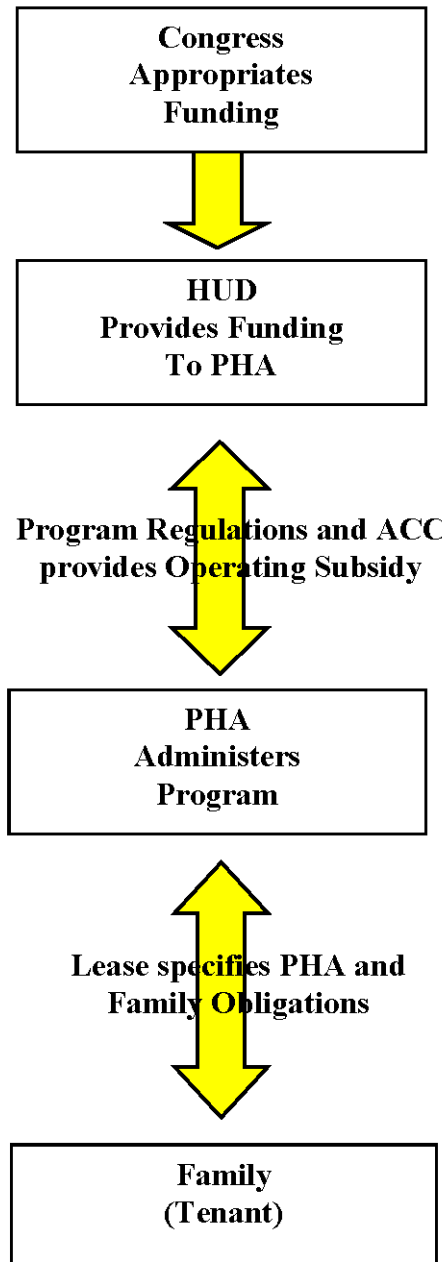
1-II.C. PUBLIC HOUSING PARTNERSHIPS

To administer the public housing program, the PHA must enter into an Annual Contributions Contract (ACC) with HUD. The PHA also enters into a contractual relationship with the tenant through the public housing lease. These contracts define and describe the roles and responsibilities of each party.

In addition to the ACC, the PHA and family must also comply with federal regulations and other HUD publications and directives. For the program to work and be successful, all parties involved – HUD, the PHA, and the tenant – play an important role.

The chart on the following page illustrates key aspects of these relationships.

The Public Housing Relationships



What does HUD do?

Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement housing legislation passed by Congress
- Allocate operating subsidies to PHAs
- Allocate capital funding to PHAs
- Provide technical assistance to PHAs on interpreting and applying program requirements
- Monitor PHA compliance with program requirements and PHA performance in program administration.

What does the PHA do?

The PHA's responsibilities originate in federal regulations and the ACC. The PHA owns and manages public housing developments, administers the program under contract with HUD and has the following major responsibilities:

- Ensure compliance with all non-discrimination, equal opportunity, and fair housing laws, and ensure that the program is accessible to persons with disabilities
- Establish local policies and procedures for operating the program
- Accept applications from interested applicant families and determine whether they are income eligible for the program
- Maintain waiting list and select families for admission
- Screen applicant families for suitability as renters
- Maintain housing units by making any necessary repairs in a timely manner
- Make unit offers to families (minimize vacancies without overcrowding)
- Maintain properties to the standard of safe, habitable dwelling units (including assuring compliance with National Standards for the Physical Inspection of Real Estate (NSPIRE))
- Make sure the PHA has adequate financial resources to maintain its housing stock
- Perform regular reexaminations of family income and composition in accordance with HUD requirements
- Collect rent due from the assisted family and comply with and enforce provisions of the lease
- Ensure that families comply with program rules
- Provide families with prompt and professional service
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the ACC, HUD-approved applications for funding, the PHA's ACOP, and other applicable federal, state and local laws.

What does the tenant do?

The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

- Comply with the terms of the lease and PHA house rules, as applicable
- Provide the PHA with complete and accurate information, determined by the PHA to be necessary for administration of the program
- Cooperate in attending all appointments scheduled by the PHA
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice
- Take responsibility for care of the housing unit, including any violations of NSPIRE caused by the family
- Not engage in drug-related or violent criminal activity
- Notify the PHA before moving or termination of the lease
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit or assign the lease
- Promptly notify the PHA of any changes in family composition
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs
- Take care of the housing unit and report maintenance problems to the PHA promptly

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions
- 24 CFR Part 966: Lease and Grievance Procedures

PART III: THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

1-III.A. OVERVIEW AND PURPOSE OF THE POLICY

The ACOP is the RRHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD, and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in the PHA's Agency Plan.

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.-

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.

All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding. The PHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

1-III.B. CONTENTS OF THE POLICY

Unlike the housing choice voucher program, HUD regulations for public housing do not contain a list of what must be included in the ACOP. However, individual regulations contain requirements of inclusion in the PHA's written policy. At a minimum, the ACOP plan should cover PHA policies on these subjects:

- The organization of the waiting list and how families are selected and offered available units, including any PHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the PHA waiting list (Chapters 4 and 5);
- Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 12);
- Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 3 and 5);
- Procedures for verifying the information the family has provided (Chapter 7);

- The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 4);
- Grievance procedures (Chapter 14);
- Policies concerning payment by a family to the PHA of amounts the family owes the PHA (Chapter 15 and 16);
- Interim redeterminations of family income and composition (Chapter 9);
- Policies regarding community service requirements (Chapter 11);
- Policies and rules about safety and ownership of pets in public housing (Chapter 10).

Mandatory vs. Discretionary Policy

HUD makes a distinction between mandatory policies and non-mandatory policies:

- Mandatory policies: those driven by legislation, regulations, current handbooks, current PIH notices, and legal opinions from the Office of General Counsel
- Optional, non-binding guidance: includes guidebooks, FAQs, PIH notices that have expired, and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies the PHA has adopted. The ACOP is comprised of mandatory policies and optional PHA policy. HUD emphasizes the need for a clearly written and comprehensive ACOP to guide staff in the clear and consistent application of policy.

HUD suggestions, recommendations, written issuances, and guidance are consistent with mandatory federal policy. Therefore, using HUD guidance in the preparation of PHA policy, even though it is not mandatory, provides a PHA with a “safe harbor.” If a PHA adopts an alternative policy, it must make its own determination that such policy is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than that suggested by HUD, but PHAs should carefully think through those decisions and be able to articulate how their policy is consistent with federal laws, regulations, and mandatory policy.

1-III.C. UPDATING AND REVISING THE POLICY

The PHA will revise this ACOP as needed to comply with changes in HUD regulations. The original policy and any changes must be approved by the board of commissioners of the PHA, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

PHA Policy

RRHA will review and update the ACOP as needed to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

This ACOP must be approved by RRHA’s Board of Commissioners and by HUD in accordance with 24 C.F.R., Part 903. The effective date of the ACOP shall be the first day of RRHA’s fiscal year or such earlier or later time as 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.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and procedures. The responsibility to further nondiscrimination pertains to all areas of the PHA's public housing operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP). This part incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the *Federal Register*.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Orders 11063 and 13988
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20
- The Violence against Women Act (VAWA)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability, national origin, elderliness, gender identity, sexual orientation, source of income, or military status (called “protected classes”).

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Providing Information to Families

The PHA must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the PHA will provide information to public housing applicant families about civil rights requirements.

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, alternative languages, etc.

2-I.C. DISCRIMINATION COMPLAINTS

General Housing Discrimination Complaints

If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

In all cases, the PHA will advise the family that they may file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

RRHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify RRHA either orally or in writing. The complainant may

file the complaint 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:

Assistant Vice President of Housing Compliance

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
400 N. 8th Street, Suite 300
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. 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

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

Complaints under the Equal Access Final Rule [Notice PIH 2014-20]

Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation. The PHA will be informed on these obligations by the HUD Field Office or FHEO when an Equal Access complaint investigation begins.

RRHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the RRHA either orally or in writing.

Within 10 business days of receiving the complaint, RRHA will provide a written notice to those alleged to have violated the rule. RRHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The RRHA will attempt to remedy discrimination complaints made against RRHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the RRHA's investigation, RRHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

RRHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

Violence Against Women Reauthorization Act of 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 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 1), 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 13 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.

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The PHA must provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

RRHA's Reasonable Accommodations Policy and Procedures are attached as Exhibit #2-3

RRHA Policy

RRHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by RRHA, by including the following language:

"If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority."

Additionally, RRHA will provide a Notice of Reasonable Accommodations, an Accessibility Needs Survey and Notice of Availability of Auxiliary Aids and Services to assess the needs of its residents, applicants, and participants to improve services for individuals with disabilities and to inform all RRHA residents, applicants, and participants of their rights to equal access to RRHA's programs, services, activities, and properties, no matter their disability..

RRHA's 504 Coordinator may be contacted at 804-780-4276 or at compliance@rrha.com for requests for accommodation for persons with disabilities.

RRHA will display posters and other housing information and signage in locations throughout RRHA's office in such a manner as to be easily readable from a wheelchair.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

The Richmond Redevelopment and Housing Authority (RRHA) is committed to operating all of its housing programs in a fair and impartial way. RRHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

A “reasonable accommodation” is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

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 #2-3 and incorporated into this ACOP by reference.

Types of Reasonable Accommodations

When it is reasonable (see definition above and Section 2-II.E), the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Providing “large-print” forms
- Conducting home visits
- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing a change in the family’s rent due date to correspond with the receipt of the head of household or spouse/cohead’s SSI or SSDI benefits
- Allowing a PHA-approved live-in aide to reside in the unit if that person is

determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit.

- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

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2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

RRHA Policy

RRHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, RRHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16 (Program Administration). In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event the PHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of the information, the PHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26]

The PHA must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

RRHA Policy

After a request for an accommodation is presented, the PHA will respond, in writing, within 15 business days.

If the RRHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

If RRHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the RRHA operations), RRHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If the RRHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, RRHA will notify the family, in writing, of its determination within 15 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork by providing a Notice of Reasonable Accommodation and Auxiliary Aids and Services.

RRHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) 7-1-1 communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation or having material explained orally by staff.

RRHA will not require applicants, residents, or program participants to bring a person with them to interpret for him or her. RRHA will not rely on an adult accompanying an individual with disabilities unless 1) there is an emergency involving imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or 2) where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. RRHA reserves the right to not rely on an accompanying adult to interpret where there is reason to doubt the person's impartiality or effectiveness.

2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Notice PIH 2010-26 contains specific information on calculating the percentages of units for meeting UFAS requirements.

Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal review hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with the PHA's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, the PHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation [24 CFR 966.7].

In addition, the PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

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

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

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

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

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 2-2 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 2-3 and incorporated into this ACOP by reference.

2-III.B. ORAL INTERPRETATION

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

PHA Policy

The PHA will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, , an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely on the minor to serve as the interpreter.

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

Where feasible and possible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

2-III.C. WRITTEN TRANSLATION

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

PHA Policy

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

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

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

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA will implement its Limited English Proficiency (LEP) Language Policy in Exhibit 2-2 to address the identified needs of the LEP populations it serves and to ensure meaningful access by LEP persons to the PHA's public housing program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

To ensure an effective language assistance services the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or 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
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. 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.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

EXHIBIT 2-2: 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 Bureau¹, 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 population², 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

¹ 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.

² Unless otherwise noted, references to a percentage in this section reflect the percentage of the total number of households.

well.”³ 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 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*

³ 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.

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.

EXHIBIT 2-3: REASONABLE ACCOMMODATION POLICY AND PROCEDURE

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 ensures that individuals with disabilities have equal opportunity to participate in and benefit from the RRHA’s housing program. *See* 24 C.F.R. §§ 8.4, 35.130. RRHA must also take appropriate steps to ensure effective communication with individuals with disabilities. *See* 24 C.F.R. §§ 8.6; 28 C.F.R. 35.160.⁴

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. RRHA is also a public entity subject to the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), and its implementing regulations, 28 C.F.R. part 35. *See* 28 C.F.R. § 35.104. These laws provide 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 covered program or activity.

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 provide reasonable accommodations to participants with a disability where necessary to ensure equal opportunity to participate and benefit from its housing program or to avoid discrimination against an individual with a disabilities. A “reasonable accommodation” is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, or facility unit that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) to avoid discrimination against an individual with a disability.

To ensure notice of this Reasonable Accommodation Policy and Procedure, RRHA will maintain this policy on its website in an accessible format and at all RRHA Property Management Offices. This policy will also be provided to all applicants in their application packets for Low Income Public Housing and the Housing Choice Voucher Program and to all residents and participants in their annual recertification packets.

RRHA commits to granting, promptly providing, and fully bearing 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. If a requested reasonable accommodation poses a fundamental alteration or undue financial

¹ For RRHA’s policies and procedures on how it ensures effective communication with individuals with disabilities, including through the provision of auxiliary aids and services, please refer to RRHA’s Effective Communication Policy and Procedure.

and administrative burden, the RRHA commits to engaging in the interactive process with the individual making the request.

For questions and inquiries into the reasonable accommodation process, please contact:

**RRHA's Section 504 Coordinator
Calandra Trotter, Assistant Vice President for Housing Compliance
600 East Broad Street, 4th Floor
Richmond, VA 23219
Email: compliance@rrha.com
Phone: (804) 780-4200 (TTY 711)**

II. APPLICABLE LAW AND REGULATIONS

A. These Procedures are adopted in accordance with the below laws and regulations. Any ambiguity shall be interpreted in a manner that ensures compliance with the following law and regulations existing as of the date of these Procedures:

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. 28 C.F.R. Part 35
6. 24 C.F.R. § 966.7, and
7. The Virginia Fair Housing Law (Va. Code Ann. §§ 36-96.1 et seq.)

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.

IV. DEFINITIONS

A. Assistance Animal

Animals that work, provide assistance, or perform tasks for the benefit of a person

with a disability, as well as, animals that provide emotional support or alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are not pets.

B. Auxiliary Aids and Services

1. Services or devices that enable persons with disabilities, such as impaired sensory, manual, or speaking skills, to have an equal opportunity to participate in and enjoy the benefits of programs or activities conducted by RRHA.
2. For example, auxiliary aids and services for persons with impaired hearing (deaf or hard of hearing) may include qualified sign language interpreters on-site or through video remote interpreting (VRI) services as well as note takers, written materials, closed captioning on audio-visual or similar audio presentations used by RRHA, or other similar services and devices. Auxiliary aids and services for persons with impaired vision (blind or have low vision) may include readers, Brailled materials, audio recordings, and other similar services and devices. Auxiliary aids and services for persons with cognitive impairment may include oral explanations or assistance with completing forms.

C. Disability

1. A person with a disability means an individual who 1) has a physical or mental impairment that substantially limits one or more major life activities such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working; 2) has a record of such an impairment; or 3) is regarded as having such an impairment. See 24 C.F.R. § 8.3. 28 C.F.R. § 35.108.

D. Live-in Aide

1. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - i. Is determined to be essential to the care and well-being of the elderly, near-elderly, or disabled person,
 - ii. Is not obligated for the support of the elderly, near-elderly, or disabled person, and
 - iii. Would not be living in the unit except to provide the necessary supportive services.

A relative may be considered as a live-in aide as long as they are not a current member of the assisted household and 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. The live-in aide is not entitled to the Housing Choice Voucher as the remaining member of the participant's family.

E. Reasonable Accommodation

1. A reasonable accommodation means and refers to means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a

dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) to avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a Reasonable Accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.

G. Service Animal

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. *See* 28 CFR 35.104.

A miniature horse that has been individually trained to do work or perform tasks for the benefit of the individual with a disability. *See* 28 CFR § 35.136.

The work or tasks performed by a service animal must be directly related to the individual's disability.

V. GENERAL PRINCIPLES OF REASONABLE ACCOMMODATIONS

A Reasonable Accommodation must have an identifiable relationship (a “nexus”) between the requested accommodation and the individual's Disability. RRHA will determine if the requested accommodation is reasonable on a case by case basis. 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 the request a fundamental alteration of the nature of RRHA services and/or programs?
- C. Does the request pose an undue financial and/or administrative burden?

A requested accommodation will be considered 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; or
- D. A structurally unfeasible alteration to any facility;

If RRHA denies any reasonable accommodation, it will engage in the interactive process with the individual and offer equally effective alternatives to the requested accommodation. The procedure for evaluation and responding to requests relies on a cooperative and interactive relationship between RRHA and the individual requesting a reasonable accommodation.

VI. EXAMPLES OF REASONABLE ACCOMMODATIONS

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.

VII. 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.
- 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, residents, or program participants requesting a Reasonable Accommodation are encouraged but are NOT required to make their request in writing on the aforementioned Request Form. If the request is made verbally or by any other equally effective means of communication that is not in writing, then an RRHA employee will put the request in writing and report it to the Section 504 Coordinator.

- iv. Applicants, residents, or program participants requesting a Reasonable Accommodation are encouraged to submit, at the time of their request, relevant documentation detailing (1) the reasonable accommodation request 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. Any such request will be limited to only the minimum information needed to determine if the requested accommodation would serve the individual’s disability-related needs.
- iv. If the individual’s disability is known, readily evident or obvious, and the need for the requested accommodation is also known, readily evident or obvious, then no supporting documentation will be requested by RRHA.
- v. The applicant, resident, or program participant does not have to say they are “requesting a reasonable accommodation” but must make it clear to RRHA that he or she is requesting an exception, change, or adjustment to a rule, policy, practice, or service because of their disability.
- vi. The applicant, resident, or program participant must articulate what they are requesting and if the need is not apparent or known to RRHA, then he or she must explain the relationship between the requested accommodation and the disability.

2. RRHA will seek only the minimum information required to determine if the accommodation requested would serve an individual’s disability-related need(s). It may include written, telephone or personal consultation with the individual, parent/legal guardian, the individual’s medical professional and/or designee. Where necessary to identify an effective alternative accommodation, 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 approve or deny a request for a reasonable accommodation on a case-by-case basis. If RRHA concludes that the request will address the individual’s disability related needs, RRHA will grant the request unless it would fundamentally alter the nature of the RRHA’s program or would impose an undue financial and administrative burden. .

4. RRHA reserves the right to review the facts and circumstances of any temporary reasonable accommodation request, in which the requestor has identified to RRHA that the disability is temporary in duration. All temporary accommodations will include a date when the accommodation will be reviewed to determine if the individual still requires the same or a different accommodation.

5. Initial Review of requests.

- i. Upon RRHA's receipt of a Reasonable Accommodation request, the request shall be date- and time-stamped. All requests must be also be provided to RRHA's Section 504 Coordinator, who shall record and document the same in a centralized, confidential report of all requests.
- 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 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. On the fifth and 19th day of each month, the individual conducting the Initial Review shall document the request in RRHA's digital database (Yardi Voyager 7 or SharePoint) including the name and address of the requester, contact information of the requester, date of request, nature of the request, description of the request, decision on the request, date of decision, status of the request and any notes. The Initial Reviewer shall update the 504 Coordinator throughout this process as necessary.

- iv. Within a reasonable time frame, but no later than 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 will 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. Alternatively, the requestor can submit a declaration of disability from the Social Security Administration. A "knowledgeable professional" is broadly defined as someone who is qualified to diagnose the presence of a disability. 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. RRHA shall not ask or require individuals to disclose confidential medical records in order to verify a disability and RRHA shall not encourage applicants, residents, or program participants to disclose confidential details related to their disability. If an individual does provide RRHA with medical documentation of a disability, then RRHA shall return such information to the individual and request submission of information from a third-party who can verify the disability. A requestor should provide the Supporting Documentation to RRHA within a reasonable time. RRHA will not deny a request based solely on failure to provide the Supporting Documentation, unless an unreasonable amount of time has elapsed and RRHA has consulted with the requestor that such information is necessary to make a determination as to the request. If the requestor states to RRHA that they are having difficulty in obtaining the Supporting Documentation, RRHA will not deny the request, but hold the request as "inactive" until such Supporting Documentation can be provided.

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 Reviewer shall, within a reasonable time, notify the Requestor of the granted alternate accommodation in the manner required by this section.

If the RRHA and the individual cannot agree on an alternate accommodation, or if the requestor declines to participate in the interactive process, then the individual conducting the Initial Review shall, within 3 business days of that determination, (1) forward the request and all Supporting Documentation to the Second Reviewer, 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 Affordable Housing Compliance Specialists or the Section 504 Coordinator..

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 Reviewer shall, within a reasonable time, notify the Requestor of the granted alternate accommodation in the manner required by this section.

If RRHA and individual cannot agree on 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

An applicant or program participant may appeal RRHA's determination by filing a request for a grievance hearing. (See Request for Grievance Form in Section IX). It is recommended that the request for a grievance hearing is documented in writing, however, if an individual submits their request orally, an RRHA staff member that received the request shall complete the form for the individual and ask the individual to sign and date the form, unless the individual's disability prevents them from doing so. In which case, RRHA shall sign on behalf of the individual and submit the form. This constitutes a request that RRHA reconsider a decision regarding a request for reasonable accommodation.

The RRHA Section 504 Coordinator serves as the primary hearing officer for reasonable accommodation request determinations; however, other RRHA Housing Compliance staff may be designated to hear cases when needed.

Upon receipt of a request for grievance hearing, the Section 504 Coordinator will stamp with the date received and place in the individual's file. Within five business days of receiving a request for hearing, the Section 504 Coordinator will schedule a hearing for the requesting applicant or program participant. Hearings are scheduled no less than two weeks from the date of request.

The Section 504 Coordinator will send an email or mail a letter notifying the applicant or program participant of their scheduled appointment. It is the applicant or program participant's responsibility to contact RRHA if they cannot attend at the scheduled time. An applicant or program participant may request an accommodation for the hearing itself, if a disability prevents them from attending in person or digitally through zoom or other digital meeting technology. It is the applicant or program participant's responsibility to contact RRHA and request an alternate means of communication for the hearing, such as by telephone and if the services of an interpreter are needed. RRHA will consider these requests on a case-by-case basis.

Grievance hearings may result in several outcomes:

- a) Determination upheld: This represents cases where RRHA's original determination denied the request for reasonable accommodation. A grievance hearing was requested and conducted, and the determination of

the hearing officer upheld (agreed with) RRHA's original determination to deny the request for reasonable accommodation

- b) No Further Action: When the original determination was "inactive", RRHA did not receive a response from the physician or other knowledgeable professional. The response was required because the person's disability isn't known, readily evident or obvious or the nexus to the accommodation is not readily evident or obvious; and therefore, RRHA could not determine whether a reasonable accommodation was needed. In such instances, the Section 504 Coordinator will explain this situation at the grievance hearing, and keep the file in a "inactive" status for up to 90-days after the hearing. If during that time, RRHA receives a response from the physician or other knowledgeable professional, then RRHA will issue a determination after considering the physician or other knowledgeable professional's certification (approval or denial). If there is no response after 90-days, then RRHA will close the proceedings. The applicant or program participant always has the right to submit a new request.
- c) Determination overturned: This represents cases where RRHA's original determination denied the request for reasonable accommodation. A grievance hearing was requested and conducted, and the determination of the hearing officer overturned (disagreed with) RRHA's original determination to deny the reasonable accommodation request.

RRHA may evaluate the determination by the hearing officer, and based on the evidence issue a different determination, if it is determined at a higher level of review, that the hearing officer's determination to overturn is not appropriate.

Upon conclusion of the grievance hearing, the applicant or client will be notified verbally and in writing of the next steps that RRHA will take relevant to the case. The Section 504 Coordinator will complete the following steps:

1. Enter a memo into the individual's file, documenting the date and outcome of the hearing;
2. Prepare and mail any relevant communications (e.g. letter to the applicant or client);
3. Inform appropriate RRHA staff that need to know the outcome of the grievance hearing
4. Attach any supporting documentation from the hearing to the individual's file; and
5. Update the reasonable accommodation request in the individual's file and the Reasonable Accommodation Log.

RRHA will consider missed appointments for hearings on a case-by-case basis. An applicant or program participant may request to reschedule an appointment for a hearing if needed. If an applicant or program participant is uncooperative or refuses to attend a scheduled hearing, RRHA may determine not to reschedule on a case-by-case basis.

An applicant or client may exercise the right to appeal a RRHA decision after the hearing process decision through the RRHA Office of Compliance and Legal Affairs. Individuals may contact the Office of Compliance and Legal Affairs at:

Richmond Redevelopment and Housing Authority
Office of Compliance and Legal Affairs
600 E. Broad Street, 4th Floor
Richmond, VA 23219

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.

2. Unit Transfer

For any unit transfer for a reasonable accommodation, the appropriate Property Management Office or the Tenant Selection Office will assist the requestor in identifying the appropriate and available unit either within their current Property or at other RRHA Properties. (Check "Property" or "Development")

RRHA Property Managers will be the initial coordinators for Reasonable Accommodation Unit Transfers. All requests for Unit Transfers will be maintained in the Reasonable Accommodation Log. After the initial entry of the Unit Transfer request, the RRHA Section 504 Coordinator will look to see if there is an available unit that meets the individual's needs. If there is an available unit that meets the individual's needs, RRHA will promptly transfer the individual.

If there is not an individual unit that will meet the individual's disability related needs, RRHA will place the individual on a waitlist by the Section 504 coordinator. RRHA will contact the individual regarding the unavailability of a unit and coordinate interim accommodations to increase the individual's access and use of their dwelling unit while awaiting the vacancy of an accessibility unit. The Section 504 Coordinator will regularly review the waitlist to determine if an appropriate unit has become vacant or available that will accommodate the individual's needs.

5. 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 all requests in the reasonable accommodation log organized by the 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. Such applicant or resident who does not require the special features of the UFAS Unit will not be required to pay for the moving expenses for relocation in order to make the UFAS Unit available to person(s) with a disability.

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. RRHA shall maintain all requests in the reasonable accommodation log organized by the date and time of these requests.

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.

A tenant or applicant with a disability will be given priority to the unit for their Reasonable Accommodation request over other tenants or applicants who do not require the unit for its accessibility features, except in emergency situations in

which the transfer is necessary to protect the health and safety of the tenant or applicant.

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.

If a resident transfers from one property to another, the existing security deposit should be applied to the new unit and shall not be increased. If, after conducting a move-out inspection of the previous unit, damages or other charges are owed, RRHA will charge the resident but will not use the security deposit to pay the charges. Charges owed may be paid in full or in installments agreed to between the resident and Property Management Staff. The disposition of the security deposit will only occur when the resident leaves the program.

Upon inspection of the offered unit meeting the individual's 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.

5. Rejection of Offered Unit

A current public housing resident who receives an offer of a 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.

4. Live-in Aide

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. Requests for a live-in aide requires verification that the live-in aide is determined to be 1) essential to the care and well-being of the persons; 2) is not obligated for the support of the persons; 3) would not be living in the unit except to provide the necessary supportive services; 4) is not currently an existing member of the household; 5) doesn't overcrowd the unit; and 6) does not have employment that interferes with the primary role of live-in aide.

Proposed live-in aides who do not meet all of RRHA's screening criteria applicable to live-in aides, such as a criminal background check and 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. 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 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. If an individual submits a reasonable accommodation request using the form and procedures outlined above, the staff member receiving the request will provide the individual with the appropriate Excess Utility Relief request form and offer to assist in its completion.

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.

VIII. MONITORING REASONABLE ACCOMMODATION REQUESTS

All reasonable accommodations will be inputted into the Reasonable Accommodation

Log maintained by the Section 504 Coordinator. All Reasonable Accommodation Requests will be monitored by the Section 504 Coordinator. Failure by staff to input requests and update the status of the request in the Reasonable Accommodation Log will be flagged by the Section 504 Coordinator and the appropriate RRHA supervisor will be notified. On a monthly basis, the Section 504 Coordinator will provide a report to the Chief Compliance Officer as to the status of all Reasonable Accommodation Requests.

IX. FORM(S) THAT APPLY

- A. Reasonable Accommodation Request Form
- B. Verification of Disability
- C. Section 504 Determination Notice
- D. Request for Grievance Form

DRAFT



RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
REQUEST FOR
REASONABLE ACCOMMODATION

Name: _____ Telephone: _____

Address: _____

City, State: _____ Zip Code: _____

Signature

Date

☐ I need a reasonable accommodation at this time (please complete information below).

The following person(s) in my household has/have a disability and is requesting the reasonable accommodation/modification indicated below: (Please indicate need clearly and specifically)

() uses wheelchair () uses walker, crutches () blind or vision impaired () deaf or hard of hearing

() Other: _____

If you or a member of your household becomes disabled or needs an accommodation after you have submitted this form, you may fill out another form.

If you need help understanding or filling out *this form*, or have any questions regarding the rights of persons with disabilities, you should contact:

Calandra Trotter
Assistant Vice President for Housing Compliance &
Section 504 Coordinator
600 East Broad Street
Richmond, VA 23219
Phone: (804) 780-4200 (TTY 711)
Email: Compliance@rrha.com



Verification of Disability

I, _____ have been working with
(Professional's name- Please Print)

_____ since
_____.
(Patient, Client's Name)

I understand that “**Disability**” is defined as:

1. A physical or mental impairment which substantially limits one or more of the person's major life activities, and/or
2. A record of having a physical or mental impairment which substantially limits one or more of the person's major life activities, and/or
3. Being regarded as having a physical or mental impairment which substantially limits one or more of the person's major life activities.

I also realize that under this definition, a **major life activity** includes, but is not limited to: caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and/or working. Understanding this, **I affirm that the above-named patient has a disability which meets this legal definition.**

Additional Comments: _____

Furthermore, I would be willing to testify under oath that because of the above named patient's disability, the reasonable accommodation or modification described below is necessary and will affirmatively enhance the above named patient's quality of life by ameliorating the effects of their disability:

(Signature)

(Date)

(Address)

(Phone)



REASONABLE ACCOMMODATION/MODIFICATION DETERMINATION NOTICE

Applicant/Participant's Name: _____

Address: _____

Accommodation Requested: _____

A determination has been made that RRHA ☐ will / ☐ will not be able to offer the accommodation/modification proposed above.

☐ The request was approved because a knowledgeable professional confirmed you meet the civil rights definition of disability and the change you requested is as a direct result of your disability.

☐ The request was approved after engaging in the interactive process and reaching an agreement on an alternative accommodation.

Alternative Accommodation: _____

For approvals, staff will review how and when your request will be made.

☐ The request was denied because:

☐ Your medical provider certified that your disability does not meet the civil rights definition of disability

☐ Your medical provider certified that you do not need the change requested as a direct result of your disability

☐ Your request would pose a fundamental alteration in the nature of the program.

☐ Your request would pose an undue financial and administrative burden to the Agency.

☐ Other: _____

If you disagree with this determination, you may begin the informal review hearing procedure within 15 business days, either verbally or in writing upon notification of ineligibility. Refer to the **Informal Review Hearing Procedure** for more information. If you do not request an informal review/hearing within 15 business days of receiving the notice of denial, the case will be considered closed.

This form was completed by:

Supervisor's Signature: _____

Date: _____

For Denials:

Director of Assisted Housing Signature: _____

Date: _____



Reasonable Accommodations for Persons with Disabilities

RRHA is a public agency that provides low rent housing to eligible families, elderly families and single people. RRHA is not permitted to discriminate against applicants on the basis of their race, religion, sex, color, national origin, age, disability, familial status or elderliness. Also, RRHA must provide "reasonable accommodations" to applicants if they or any family members have a disability. A reasonable accommodation is some modification or change RRHA can make to its buildings, apartments, programs or procedures to assist an otherwise eligible person with a disability to participate equally in RRHA's programs. Examples of reasonable accommodations would include but not be limited to:

- Making alterations to a RRHA unit so it could be used by a family member with a wheelchair;
- Adding or altering unit features so they may be used by a family member with a disability;
- Installing strobe-type flashing light smoke detectors in an apartment for a family with a hearing impaired member;
- Making large type documents, Braille documents, cassettes or a reader available to an applicant with a vision impairment whenever meetings with RRHA are needed;
- Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with RRHA staff;
- Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with RRHA if the individual desires such representation;
- Permitting an outside agency or individual to assist an applicant with a disability to meet the RRHA's applicant screening criteria or to comply with the essential provisions of the Lease.

An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. These include being able to pay rent, to care for their apartment, to report required information to the Housing Authority, but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability and think you might need or want a reasonable accommodation, you may request it at any time in the application process or at any time you need an accommodation. This is up to you. If you would prefer not to discuss your situation with the housing authority, that is your right.



REQUEST FOR GRIEVANCE HEARING OF REASONABLE ACCOMMODATION
REQUEST DECISION

Applicant/Participant's Name _____

Address _____

Telephone Number _____

RRHA Property Manager (if applicable) _____

Brief explanation of the nature of your reasonable accommodation request grievance:

I request a hearing regarding my request for reasonable accommodation. The purpose of the hearing is to discuss a decision to reconsider the determination of denial or no further action.

Name (Printed)

Telephone

Signature

Date

Return this completed form to:

Calandra Trotter
Assistant Vice President for Housing Compliance &
Section 504 Coordinator
600 East Broad Street
Richmond, VA 23219
Phone: (804) 780-4200 (TTY 711)
Email: Compliance@rrha.com

EXHIBIT 2-4: SERVICE AND ASSISTANCE ANIMAL POLICY AND PROCEDURE

I. PURPOSE

The Richmond and 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. *See* 24 C.F.R. §§ 8.4; 28 C.F.R. 35.130

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; 35.102. These laws provide 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 RRHA’s housing programs.

Pursuant to the terms and conditions of these Service and Assistance Animal Policy and Procedures, and in accordance with applicable state and federal law and regulation, RRHA shall allow Service and Assistance Animals to those applicants and participants with a disability. Approved assistance or service animals are not subject to RRHA’s Pet Policy, other than approval, care, and handling requirements.

RRHA commits to grant service and assistance animals, unless doing so would create an undue financial and/or administrative burden or result in a fundamental alteration of the relevant program.

II. DEFINITION OF A “DISABILITY”

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; 28 C.F.R. 35.108.

Major life activities include functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

III. DEFINITION “SERVICE AND ASSISTANCE ANIMAL”

1. Service Animal:

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. *See* 28 CFR 35.104.

A miniature horse that has been individually trained to do work or perform tasks for the benefit of the individual with a disability. *See* 28 CFR § 35.136.

The work or tasks performed by a service animal must be directly related to the individual’s disability.

2. Assistance Animal:

Animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, as well as, animals that provide emotional support or alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are not pets.

IV. PROCEDURES

Residents of RRHA with disabilities are permitted to have assistance or service animals. RRHA residents or potential residents who need an assistance or service animal as a reasonable accommodation must request the accommodation in accordance with RRHA's Reasonable Accommodation Policy and Procedures. RRHA may not approve a request if it would impose an undue financial burden or fundamentally alter the program. The request may also be denied if the specific animal in question poses a direct threat to the health and safety of others or would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

Requests for assistance or service animals require that the:

1. Person seeking to use and live with the animal has a disability; and
2. Person making the request has a disability related need for an assistance or service animal

Assistance or service 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. In particular, assistance or service animals are excluded from any breed and weight restrictions contained in the RRHA's pet policy. Additionally, RRHA will not require pet fees or deposits for assistance animals or service animals.

RRHA will not request the resident or potential resident to provide supporting documentation that the animal is a service animal, nor require that the animal perform certain tasks, provides assistance, or emotional support with respect to an individual's disability. However, RRHA may request that the resident or potential resident complete a verification of disability form pursuant to RRHA's Reasonable Accommodation Policy and Procedures.

Residents must register their animal with their Property Manager BEFORE it is brought onto RRHA's property, and must update the registration annually (during annual recertification) at the Property Management Office. The registration must include 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. Residents must provide the name, address, phone number of one or more responsible parties who can care for the animal if the owner dies, is incapacitated, or is otherwise unable to care for the animal.

EXHIBIT 2-5: EFFECTIVE COMMUNICATION POLICY AND PROCEDURE

I. PURPOSE

The Richmond and Redevelopment and Housing Authority (“RRHA”) is committed to operating all its housing programs fairly and impartially. This commitment includes ensuring that RRHA takes appropriate steps to ensure effective communication with applicants, residents, program participants, employees, and other members of the public with disabilities. *See* 24 C.F.R. § 8.6.

RRHA must comply Section 504 of the Rehabilitation Act (1973) and Title II of the Americans with Disabilities Act (ADA). *See* 24 C.F.R. §§ 8.2; 35.102. Pursuant to Section 504 and the ADA, RRHA shall furnish or provide appropriate auxiliary aids and services where necessary, to afford individuals with disabilities, including individuals with hearing, vision, speech, manual, cognitive, and other communicated-related disabilities, an equal opportunity to participate in, and enjoy the benefits of the programs, services, and activities conduct by RRHA. *See* 24 C.F.R. §§ 8.6; 35.160-164.

RRHA commits to grant and fully bear the cost to furnish and provide auxiliary aids and services unless doing so would create an undue financial and/or administrative burden or result in a fundamental alteration of the relevant program. All notifications, including responses to requests for auxiliary aids and services referenced in this policy, will be provided in an alternative format upon request.

II. SECTION 504 COORDINATOR

For all inquiries regarding auxiliary aids and services or RRHA’s Effective Communication Policy and Procedures, any individual can contact the RRHA Section 504 Coordinator.

**Calandra Trotter,
Assistant Vice President of Housing Compliance &
Section 504 Coordinator
600 East Broad Street, 4th Floor
Richmond, VA 23219
Phone: (804) 780-4276
(Telecommunication Relay Service by Calling 7-1-1)
Email: compliance@rrha.com**

III. AUXILIARY AIDS AND SERVICES

“Auxiliary Aids and Services” are services or devices that enable persons, including persons with hearing, vision, speech, manual, cognitive, and other-communication-related disabilities, to have an equal opportunity to participate in and enjoy the benefits of programs or activities conducted by RRHA. For example, auxiliary aids and services for persons with impaired hearing (deaf or hard of hearing) may include qualified sign language interpreters on-site or through video remote interpreting (VRI) services as well as note takers, written materials, closed captioning on audio-

visual or similar audio presentations used by RRHA, or other similar services and devices. Auxiliary aids and services for persons with impaired vision (blind or have low vision) may include readers, Brailled materials, audio recordings, and other similar services and devices. Auxiliary aids and services for persons with cognitive impairment may include oral explanations or assistance with completing forms.

To meet the obligation to provide effective communication with individuals with disabilities, RRHA will furnish appropriate auxiliary aids and services, upon request or if the need for aids is self-evident, to ensure that individuals with disabilities have an equal opportunity to participate in, and benefit from, the programs, services, and activities provided by RRHA. In determining what types of auxiliary aids and services are necessary, RRHA must give primary consideration to the requests of individuals with disabilities. *See* 24 C.F.R. §§ 8.6(a)(1)(i); 28 C.F.R. 35.160(b)(2). Auxiliary aids and services shall be provided at no additional cost to the individual.

RRHA will not require applicants, residents, or program participants to bring a person with them to interpret for him or her. RRHA will not rely on an adult accompanying an individual with disabilities unless 1) there is an emergency involving imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or 2) where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. RRHA reserves the right to not rely on an accompanying adult to interpret where there is reason to doubt the person's impartiality or effectiveness.

RRHA will not rely on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.

IV. REQUESTS FOR AUXILIARY AIDS AND SERVICES

When an auxiliary aid or service is required to ensure effective communication, RRHA will provide the auxiliary aid or services requested by the individual unless the auxiliary aid or service chosen would result in a fundamental alteration in the nature of RRHA services, programs or activities, or would result in an undue financial and administrative burden. If the selected auxiliary aid or service chosen by the individual with the disability would result in an undue financial and administrative burden or a fundamental alteration, then RRHA will consult with the individual and will provide an alternative auxiliary aid or services that provides effective communication.

For RRHA public housing residents, all requests for auxiliary aids and services should be made to the property manager where the resident resides. For any program applicants, all requests for auxiliary aids and services should be made to RRHA's Tenant Selection Office. For housing choice voucher participants, all requests for auxiliary aids and services should be made to a housing choice voucher supervisor. An individual with the disability or their representative may submit a request for auxiliary aids and services in person, by phone, or by email. For all verbal requests an RRHA employee will properly memorialize the request in writing. All requests must

include the individual's name and contact information.

The type of auxiliary aid or service necessary to ensure effective communication will depend on the method of communication used by the individual. RRHA will consider the nature, length, and complexity of the communication involved as well as the context in which the communication is taking place. In determining what types of auxiliary aids and services are necessary, RRHA shall give primary consideration to the requests of individuals with disabilities.

All requests should be made and received by the appropriate RRHA employee at least five (5) business days or within a reasonable time frame before the date that the auxiliary aid and service is needed. All auxiliary aids and services needed shall be provided within a reasonable time frame of the determination, or at the scheduled time of the event for which the aid and service is needed. RRHA shall provide auxiliary aids and services in such a way as to protect the privacy and independence of the individual with a disability.

A. Alternative Formats

RRHA will provide all notifications and correspondence in an alternative format upon request. The request may include that all print materials distributed, posted or made available to applicants, residents, and program participants be provided in an alternative format automatically on an ongoing basis for individuals who are blind, have low vision, or who have cognitive disabilities.

B. Right to Appeal

Any adverse decision regarding a request for auxiliary aids or services or other methods of effective communication under this policy is subject to RRHA's Reasonable Accommodation Grievance Procedure.¹ During the course of any grievance proceeding, RRHA will offer an alternative aid or service to the requesting individual as necessary to afford effective communication. RRHA Section 504 serves as the primary hearing officer for reasonable accommodation grievance hearings; however, other RRHA Housing Compliance staff may be designated to hear cases when needed.

Any individual may file a grievance using the Request for Grievance Form included under Section VIII of this policy and procedure.

All grievances may be communicated verbally or in writing. However, all oral grievances shall be put in writing and maintained in RRHA's files. RRHA will provide assistance to any individual who requests assistance in filing a grievance or request for reasonable accommodation, including assistance in putting the individual's grievance or request for accommodation in writing.

If the grievance process results in the denial of an individual's requested relief, the individual will be provided with a written decision detailing the basis for the denial.

¹ Please see RRHA's Reasonable Accommodation Policy and Procedure, Section VII, A. 7, for RRHA's Reasonable Accommodation Grievance Procedures

V. NOTICE OF AUXILIARY AIDS AND SERVICES

RRHA will post a Notice of Availability of Auxiliary Aids and Services (“Notice”) that will inform applicants, residents, program participants, and the public that RRHA is obligated to provide auxiliary aids and services at no cost, unless doing so is financially or administratively burdensome or a fundamental alteration to RRHA’s programs, services, or activities, when self-evident or upon request to ensure effective communication. The Notice will contain examples and explanations of common auxiliary aids and services. The Notice will be posted prominently in RRHA’s Central Office, property management offices, and a common use area in each housing development. The Notice will be provided to all applicants, residents, and program participants in their initial application packet, at their annual recertification, and upon request. The Notice will be provided in a manner to afford meaningful access for limited English proficiency (LEP) individuals. The Notice will also be available on RRHA’s website in an accessible format.

The Notice will be at a minimum of 18-point or larger text, and the Notice will include the International Symbol for Hearing Loss, the International Symbol for TTYs, the Symbol for Sign Language Interpretation, the Symbol for Large Print, and the Braille Symbol. The Notice will include RRHA’s Section 504 Coordinator contact information (telephone and email).

VI. CONTINUING DUTY TO CONSULT WITH APPLICANTS, RESIDENTS, AND PROGRAM PARTICIPANTS

When RRHA has determined that an applicant, resident or program participant needs a specific auxiliary aid or service for effective communications, whether by request or self-evident, such services shall be noted in the individual’s file to be needed for specific types of communications, and residents shall not be required to be re-assessed each time the specific auxiliary aid or service is needed. For individuals who requested the auxiliary aids and services, RRHA will, using the preferred methods of communication requested by the individual, contact the individual every three (3) months from the date of the last received auxiliary aid or service to determine if a modification of the existing aid or service is needed. For individuals who RRHA suspect may need an auxiliary aid or service, but has yet to receive such aid or service or request one, RRHA will provide those individuals with the RRHA Accessibility Needs Survey every three (3) months. If the individual has already submitted an Accessibility Needs Survey that expressly shows no need for auxiliary aids or services at the time, RRHA will inform them of their right to request auxiliary aids or services at any time.

VII. RECORDS

RRHA will retain all records, correspondence, and requests for auxiliary aids and services received from individuals with disabilities.

In addition, RRHA will retain all records and correspondence of any complaint or grievance RRHA receives that alleges or suggests that RRHA has failed in its obligation to ensure

effective communication, including as implemented by this Effective Communication Policy and Procedure.

VIII. FORM(S) THAT APPLY

A. Request for Grievance Form



**REQUEST FOR GRIEVANCE HEARING OF REASONABLE
ACCOMMODATION REQUEST DECISION**

Applicant/Participant's Name _____

Address _____

Telephone Number _____

RRHA Property Manager (if applicable) _____

Brief explanation of the nature of your reasonable accommodation request grievance:

I request a hearing regarding my request for reasonable accommodation. The purpose of the hearing is to discuss a decision to reconsider the determination of denial or no further action.

Name (Printed)

Telephone

Signature

Date

Return this completed form to:

Calandra Trotter
Assistant Vice President for Housing Compliance &
Section 504 Coordinator
600 East Broad Street
Richmond, VA 23219
Phone: (804) 780-4200 (TTY 711)

Richmond Redevelopment and Housing Authority
Email: Compliance@rrha.com

ACOP FY2025-2026

Chapter 3

ELIGIBILITY

INTRODUCTION

RRHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by RRHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the public housing program:

- The applicant family must:
 - Qualify as a family as defined by HUD and RRHA's ACOP.
 - Have income at or below HUD-specified income limits.
 - Qualify on the basis of citizenship or the eligible immigrant status of family members.
 - Provide social security number information for household members as required.
 - Consent to the RRHA's collection and use of family information as provided for in RRHA-provided consent forms.
 - Not currently receiving a duplicative subsidy.
 - Meet net asset and property ownership restriction requirements.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or RRHA.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and RRHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Admission. This part covers factors related to an applicant's past or current conduct (e.g., criminal activity) that can cause the PHA to deny admission as well as the asset limitation for public housing.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit. This part provides information that is needed to correctly identify family and household members and explains HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.105(a)(2), 24 CFR 5.403, FR Notice 02/03/12, Notice PIH 2014-20, Notice PIH 2023-27, and FR Notice 2/14/23]

The terms *family* and *household* have different meanings in the public housing program.

Family

To be eligible for admission, an applicant must qualify as a family. *Family* as defined by HUD, includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, and the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

RRHA Policy

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

Household

Household is a broader term that includes additional people who, with the PHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

Family Breakup

Except under the following conditions, RRHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, stalking, and human trafficking see section 16-VII.D of this ACOP.)
- If a court determines the disposition of property between members of the assisted family, the RRHA is bound by the court's determination of which family members continue to receive assistance.

RRHA Policy

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 submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or resident family, RRHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the RRHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, RRHA will take into consideration the following factors:

- (1) the interest of any minor children, including custody arrangements;
- (2) the interest of any ill, elderly, or disabled family members;
- (3) any possible risks to family members as a result of domestic violence or criminal activity,
- (4) the recommendations of social service professionals; and
- (5) which family member applied as head of household.

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

RRHA Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3-I.E. SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

Spouse means the marriage partner of the head of household.

RRHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

RRHA Policy

Minors who are emancipated under state law may be designated as a cohead.

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

3-I.F. DEPENDENTS AND MINORS [24 CFR 5.603]

A *minor* is a member of the family, other than the head of family or spouse, who is under 18 years of age.

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Dependents

RRHA Policy

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 applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, RRHA will make the determination based on available documents such as birth certificates, legal adoption records, court orders showing awarded custody, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

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.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution.

Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]

Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. It may include two or more persons who are elderly persons living together or one or more persons who are an elderly person with one or more live-in aides. Identifying elderly families is important because these families qualify for the elderly family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

Near-Elderly Persons

A *near-elderly person* is a person who is 50-61 years of age.

Near-Elderly Family

A *near-elderly family* is one in which the head, cohead, spouse, or sole member is a near-elderly person. It may include two or more persons who are near-elderly persons or one or more persons who are nearly elderly persons living with one or more live-in aides.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]

Persons with Disabilities

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the PHA must make all aspects of the public housing program accessible to persons with disabilities and consider requests for reasonable accommodations when a person's disability limits their full access to the unit, the program, or the PHA's services.

Disabled Family

A *disabled family* is one in which the head, spouse, or cohead is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with a disability living with one or more live-in aides. Identifying disabled families is important because these families qualify for the disabled family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the PHA from denying admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter and in Chapter 13.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

RRHA Policy

A resident family must notify RRHA when overnight guests will be staying in the unit for more than three days. A guest can remain in the unit no longer than seven (7) consecutive days or a total of 30 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit 51% percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes a violation of the lease.

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]

A *foster adult* is a member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

A *foster child* is a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. Foster children and foster adults do not have any rights of 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 CFR 5.603 and HUD-50058 IB, pp. 13-14].

RRHA Policy

A foster child or foster adult may be allowed to reside in the unit if their presence would not overcrowd the unit. 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.

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 the family.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

RRHA Policy

Generally, an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less 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 public housing 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.

Absent Students

RRHA Policy

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 the RRHA indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

RRHA Policy

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, the child will be counted as a family member.

Absent Head, Spouse, or Cohead

RRHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Individuals Confined for Medical Reasons

RRHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, RRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional determines confinement to be temporary or cannot provide a determination, the person generally will be considered temporarily absent. The

family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member. However, RRHA will not consider this evidence if it contradicts the determination of a responsible medical professional.

Return of Permanently Absent Family Members

RRHA Policy

The family must request PHA approval for the return of any adult family members that the PHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this chapter.

Absences Due to Incarceration

RRHA Policy

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.

Court-Ordered Absences

RRHA Policy

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.

3-I.M. LIVE-IN AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the person(s), (2) is not obligated for the support of the person(s), and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR 8.

A live-in aide is considered a household member but not a family member. A live-in aide does not have any rights or benefits under the program, including the right to tenancy or continued occupancy of the unit. The income of the live-in aide is not counted in determining the annual income of the family [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

RRHA Policy

A family's request for a live-in aide may be made either orally or in writing. RRHA will verify the need for a live-in aide, if necessary, with a reliable, knowledgeable professional as provided by the family, such as a doctor, social worker, or case worker, unless the disability-related need is apparent or known to RRHA. For continued approval, the family may be required to submit a new, written request—subject to PHA verification—at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

RRHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if [24 CFR 966.4(d)(3)(i)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The person has a history of drug-related criminal activity or violent criminal activity; or

- The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Within 15 business days of receiving a request for a live-in aide, including all required documentation related to the request, the PHA will notify the family of its decision in writing.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county.

Types of Low-Income Families [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

HUD also publishes over-income limits annually, but these are not used at admission. Over-income limits will be discussed in Chapter 13.

Using Income Limits for Eligibility [24 CFR 960.201 and Notice PIH 2023-27]

Income limits are used to determine eligibility at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family. Income and net family assets of household members are excluded when determining income eligibility; however, household members are considered for purposes of unit size and occupancy standards.

Using Income Limits for Targeting [24 CFR 960.202(b)]

At least 40 percent of the families admitted from the PHA waiting list to the public housing program during a PHA fiscal year must be *extremely low-income* families. This is called the “basic targeting requirement.”

If admissions of extremely low-income families to the PHA’s housing choice voucher program during a PHA fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against the PHA’s public housing basic targeting requirement for the same fiscal year.

The fiscal year credit for housing choice voucher program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

- Ten percent of public housing waiting list admissions during the PHA fiscal year
- Ten percent of waiting list admission to the PHA’s housing choice voucher program during the PHA fiscal year
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

For discussion of how income targeting is used in tenant selection, see Chapter 4.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

RRHA Policy

Family members who declare citizenship or national status will be required to provide additional documentation.

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen or immigrant status must sign a verification consent form and cooperate with RRHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible noncitizens, 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.

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of grievance hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible [24 CFR 5.512(a)].

RRHA Policy

RRHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

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 grievance hearing process.

Time Frame for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the resident family the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

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

RRHA Policy

RRHA will verify the status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2018-24]

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. detailed discussion of acceptable documentation is provided in Chapter 7.

Note: These requirements do not apply to noncitizens who do not contend eligible immigration status.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230 and 24 CFR 5.232]

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886-A, Authorization for the Release of Information Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the PHA to obtain information that the PHA has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b) and 24 CFR 5.232(a)].

Upon the PHA's HOTMA 102/104 compliance date, the following on revocation of consent is added:

However, this does not apply if the applicant or participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance [24 CFR 5.232(c)].

RRHA Policy

RRHA has established a policy that the family's revocation of consent to allow the RRHA to access records from financial institutions will result in denial of admission. A family whose assistance is denied for this reason may request an informal review in accordance with RRHA procedures.

3-II.E. EIV SYSTEM SEARCHES [EIV FAQs; EIV System Training 9/30/20; and Notice PIH 2023-27]

Existing Tenant Search

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

RRHA Policy

RRHA will contact the other RRHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The RRHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

Debts Owed to PHAs and Terminations

All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

PHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

EIV Income Report

For each new admission, the PHA is required to review income information in EIV to confirm and validate family reported income within 120 days after the move-in information is transmitted to HUD. The PHA must print and maintain copies of the reports in the tenant file and resolve any discrepancies with the family.

DRAFT

PART III: DENIAL OF ADMISSION

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II must be denied admission.

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Act (VAWA), which prohibits the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking [see 24 CFR 5.2005(b)].

While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission.

When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and tenants [Notice PIH 2015-19].

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16]. HUD codified this stance on disparate impact and discriminatory effects in a final rule dated March 31, 2023. In doing so, HUD also standardized its long-practiced three-step approach to assessing burdens of proof.

PHAs who impose blanket prohibitions on any person with any conviction record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not.

This part covers the following topics:

- Required denial of admission
- The asset limitation in public housing
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Notice of eligibility or denial

3-III.B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]

PHAs are required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, the PHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD requires the PHA to deny assistance in the following cases:

- Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity. HUD permits but does not require the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

RRHA Policy

RRHA will admit an otherwise-eligible family who was evicted from federally assisted housing within the past three years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the RRHA, or the person who committed the crime is no longer living in the household.

- The PHA determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].

RRHA Policy

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.

The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

RRHA Policy

In determining reasonable cause, RRHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. RRHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state lifetime sex offender registration program.

Upon the PHA's HOTMA 102/104 compliance date, the following section on the asset limitation is added. The asset limitation does not apply until the PHA's HOTMA compliance date.

3-III.C. RESTRICTION ON ASSISTANCE BASED ON ASSETS [24 CFR 5.618]

There are two circumstances under which a family is ineligible for the program based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD)-the HUD-published asset limitation amount (adjusted annually by HUD).

- This amount is listed in HUD's current year Inflation-Adjusted Values tables
- \$100,000 for 2024, \$103,200 for 2025

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property;
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

The PHA does not have the discretion not to enforce or provide limited enforcement of the asset limitation at admission. However, the real property restriction does not apply in the following circumstances:

- Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any family that is offering the property for sale; or
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with all the confidentiality requirements under VAWA. The PHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply.

A property is considered *suitable for occupancy* unless the family demonstrates that it:

- Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- Is not sufficient for the size of the family;

PHA Policy

The PHA defines *not sufficient for the size of the family* as being overcrowded based on the PHA's occupancy standards in Chapter 5.

- Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);

RRHA Policy

In general, the PHA defines a *geographic hardship* to include when a family members' work, school, health care provider, or other necessary service is located an unreasonable distance from the real property or there is a lack of adequate transportation options for the family to access work, school, health care, or other necessary services. The PHA will consider circumstantial details a family faces when determining whether a geographical hardship is present.

- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

If a family meets one of the above exceptions, the real property is not automatically excluded from the calculation of net family assets. Unless the real property is specifically excluded from net family assets as described in 24 CFR 5.603 and Chapter 6 of this policy, it will be included in net family assets. If the value of that real property brings the net family assets above the HUD-published asset limitation amount, the family is out of compliance with the asset limitation.

See Chapter 7 for information on verifying net family assets for purposes of the asset limitation.

3-III.D. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits but does not require the RRHA to deny admission for the reasons discussed in this section.

RRHA Policy

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.

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.)

RRHA will deny applicants 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. 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 reapplying.

- 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 reapplying.

- 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 reapplying.

- 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.

Criminal Activity [24 CFR 960.203(c)]

RRHA is responsible for screening family behavior and suitability for tenancy. In doing so, RRHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants.

RRHA Policy

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.

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.

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.

1. 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.

i.

Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]

HUD authorizes the PHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, the PHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section 3-III.F, the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

RRHA Policy

RRHA will deny admission to an applicant family if RRHA determines that the family:

Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three years.

Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three years which may adversely affect the health, safety, or welfare of other tenants.

Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program.

Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent.

Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

Owes rent or other amounts to any PHA in connection with Section 8, public housing, or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list.

When denying admission due to family debts as shown in HUD's EIV system, the PHA will provide the family with a copy of the EIV Debt Owed to PHA and Termination report.

If the family wishes to dispute the information in the report, the family must contact the PHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to the PHA to support the family's claim. The PHA will consider the information provided by the family prior to issuing a notice of denial.

Has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny admission, RRHA will consider the factors discussed in Sections 3-III.F and 3-III.G. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny admission.

The PHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

3-III.E. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

RRHA Policy

RRHA will perform criminal background checks through local law enforcement for all adult household members.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

RRHA are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

RRHA Policy

RRHA may use the Dru Sjodin National Sex Offender database and/or the Virginia Sex Offender and Crimes Against Minors Registry to screen applicants for admission.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

Screening for Suitability as a Tenant [24 CFR 960.203(c)]

The PHA is responsible for the screening and selection of families to occupy public housing units. The PHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

RRHA Policy

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.

3-III.F. CRITERIA FOR DECIDING TO DENY ADMISSION

Evidence

RRHA Policy

The PHA will use the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 3-III.B).

In the event the PHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, PHAs may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

RRHA Policy

RRHA will consider the following facts and circumstances prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the applicant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

RRHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member's Name from the Application

Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the PHA 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, the PHA must deny admission to the family [Notice PIH 2012-28].

For other criminal activity, the PHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 960.203(c)(3)(i)].

RRHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND HUMAN TRAFFICKING

The Violence against Women Act (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

- 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.

Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

Notification

VAWA requires PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the PHA's policies.

While the PHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the applicant may inform the PHA that their status as a victim is directly related to the grounds for the denial. The PHA will request that the applicant provide enough information to the PHA to allow the PHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

The PHA will include in its notice of denial information about the protection against denial provided by VAWA in accordance with section 16-VII.C of this ACOP, a notice of VAWA rights, and a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim this protection notify the PHA within 14 business days.

Documentation

Victim Documentation [24 CFR 5.2007]

RRHA Policy

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.D of this ACOP.

Perpetrator Documentation

RRHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit.

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

3-III.H. NOTICE OF ELIGIBILITY OR DENIAL

The PHA will notify an applicant family of its final determination of eligibility in accordance with the policies in Section 4-III.E.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

RRHA Policy

Prior to making a determination of ineligibility due to criminal history, RRHA will notify the household in writing 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.

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

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. If, based on a criminal record or sex offender registration information an

applicant family appears to be ineligible, the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10 day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Notice requirements related to denying admission to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, stalking or human trafficking are contained in Section 3-III.F.

EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions.

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

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

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

(A) IN GENERAL – The term *developmental disability* means a severe, chronic disability of an individual that-

 - (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - (ii) is manifested before the individual attains age 22;
 - (iii) is likely to continue indefinitely;
 - (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) self-care, (II) receptive and expressive language, (III) learning, (IV) mobility, (V) self-direction, (VI) capacity for independent living, (VII) economic self-sufficiency; and
 - (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) INFANTS AND YOUNG CHILDREN – An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.
- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

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Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to reside in public housing, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in its Admissions and Continued Occupancy Policy (ACOP) and its annual plan.

The PHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA to receive preferential treatment.

HUD regulations require that the PHA comply with all equal opportunity requirements, and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for accepting applications, managing the waiting list, and selecting families from the waiting list. The PHA's policies for assigning unit size and making unit offers are contained in Chapter 5. Together, Chapters 4 and 5 of the ACOP comprise the PHA's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process the PHA will use to keep the waiting list current.

Part III: Tenant Selection. This part describes the policies that guide the PHA in selecting families from the waiting list as units become available. It also specifies how in-person interviews will be used to ensure that the PHA has the information needed to make a final eligibility determination.

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PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the policies that guide the PHA's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process.

4-I.B. APPLYING FOR ASSISTANCE

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p. 68]. HUD permits the PHA to determine the format and content of its applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. However, the PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application [Notice PIH 2009-36].

PHA Policy

Depending upon the length of time between the date of application and the availability of housing, the PHA may use a one- or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all ~~of the~~ information necessary to establish family eligibility and the amount of rent the family will pay.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all ~~of the~~ information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

Families may obtain application forms from the PHA's website or from the PHA's office during normal business hours. Families may also request – by telephone, ~~or by mail,~~ or email – that an application form be sent to the family via first class mail or via email.

Completed applications must be returned to the PHA by mail, ~~electronically via email,~~ by fax, or submitted in person during normal business hours.

Applications must be filled out completely in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

The PHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard PHA application process.

Disabled Populations [24 CFR 8; PH Occ GB, p. 68]

The PHA must provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible. The facility where applications are accepted and the application process must be fully accessible, or the PHA must provide an alternate approach that provides equal access to the program. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

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.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the PHA'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.

4-I.D. PLACEMENT ON THE WAITING LIST

The PHA must review each completed application received and make a preliminary assessment of the family's eligibility. Applicants for whom the waiting list is open must be placed on the waiting list unless the PHA determines the family to be ineligible. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 960.208(a); PH Occ GB, p. 41].

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

Ineligible for Placement on the Waiting List

PHA Policy

If the PHA determines from the information provided that a family is ineligible, the family will not be placed on the waiting list. When a family is determined to be ineligible, the PHA will send written notification of the ineligibility determination within 15 business days of receipt of the completed application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal hearing and explain the process for doing so (see Chapter 14).

Eligible for Placement on the Waiting List

PHA Policy

The PHA will send written notification of the preliminary eligibility determination within 15 business days of receiving a completed application. If applicable, the notice will also indicate the waiting list preference(s) for which the family appears to qualify.

Applicants will be placed on the waiting list according to PHA preference(s) and the date and time their complete application is received by the PHA.

The PHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 5). Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to PHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, the PHA will verify any preference(s) claimed and determine eligibility and suitability for admission to the program.

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. If a notice or letter to the applicant is returned as undeliverable, the applicant will be withdrawn from the waiting list.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

The PHA must have policies regarding the type of waiting list it will utilize as well as how the waiting list will be organized and managed. This includes policies on notifying the public on the opening and closing of the waiting list to new applicants, updating family information, purging the list of families that are no longer interested in or eligible for public housing, and conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how the PHA may structure its waiting list and how families must be treated if they apply for public housing at a PHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST

The PHA's public housing waiting list must be organized in such a manner to allow the PHA to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

PHA Policy

The waiting list will contain the following information for each applicant listed:

- Name and social security number of head of household

- Unit size required (number of family members)

- Amount and source of annual income

- Accessibility requirement, if any

- Date and time of application or application number

- Household type (family, elderly, disabled)

- Admission preference, if any

- Race and ethnicity of the head of household

- The specific site(s) selected (only if PHA offers site-based waiting lists)

The PHA may adopt one community-wide waiting list or site-based waiting lists. The PHA must obtain approval from HUD through submission of its Annual Plan before it may offer site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

PHA Policy

The PHA will maintain one single community-wide waiting list for its developments. Within the list, the PHA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed populations, general occupancy, unit size, and accessible units).

The PHA will not adopt site-based waiting lists.

HUD requires that public housing applicants must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs [24 CFR 982.205(a)(1)].

PHA Policy

The PHA will not merge the public housing waiting list with the waiting list for any other program the PHA operates.

4-II.C. OPENING AND CLOSING THE WAITING LIST

Closing the Waiting List

The PHA is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fully lease units in all its developments. The PHA may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

PHA Policy

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.

Where the PHA has particular preferences or other criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. The PHA should publish a notice announcing the opening of the waiting list in minority media, other suitable media outlets and via the RRHA website www.rrha.com. Such notice must comply with HUD fair housing requirements. The PHA should specify who may apply, and where and when applications will be received.

PHA Policy

The PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The notice will inform applicants of the date, time, method, and place applications can be submitted, all methods by which applications will be accepted (e.g., in person or by email), a point of contact who can answer questions, any limitations on who may apply, and any other information the applicant may need to successfully submit the application. The PHA will describe its prioritization system or whether it uses a lottery and will clearly state that this system will be used to place applicants on the waiting list.

To ensure that public notices broadly reach potential applicants in all communities throughout the housing market area, the PHA will distribute public notices to local community-based organizations, such as social service agencies and religious institutions; distribute the notice online through the PHA's website or social media platforms and other online platforms for local housing news; and make use of any local newspapers of general circulation, minority media, and other suitable means.

The PHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

- **Minority Media (to include but not limited to Richmond Free Press & Radio One)**
- **RRHA's website at www.rrha.com**
- **Social Media**
- **Other service organizations**

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4-II.D. FAMILY OUTREACH [24 CFR 903.2(d); 24 CFR 903.7(a) and (b)]

The PHA should conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that the PHA is affirmatively furthering fair housing and complying with the Fair Housing Act.

Because HUD requires the PHA to admit a specified percentage of extremely low-income families, the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of units under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

PHA Policy

The PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in the PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

PHA Policy

While the family is on the waiting list, the family must inform the PHA, within 10 business days, of changes in family size or composition, preference status, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing. Applicants are required to inform RRHA in writing via the applicant portal of changes in family composition, income, address, phone number and email address.

Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly.

4-II.F. UPDATING THE WAITING LIST

HUD requires the PHA to establish policies that describe the circumstances under which applicants will be removed from the waiting list [24 CFR 960.202(a)(2)(iv)].

Purging the Waiting List

The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to the PHA's request for information or updates because of the family member's disability, the PHA must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40]. See Chapter 2 for further information regarding reasonable accommodations.

PHA Policy

The waiting list will be updated as needed to ensure that all applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail or email to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program.

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.

The family's response must be in writing and may be delivered in person or by email. Responses should be received by the PHA not later than the due date in the PHA letter.

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.

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.

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.

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.

No informal hearing will be offered in such cases. Such failures to act on the part of the applicant prevent the PHA from making an eligibility determination; therefore, no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if the lack of response was due to PHA error, to circumstances beyond the family's control, as a result of a family member's disability, or as a direct result of status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including an adverse factor resulting from such abuse.

Removal from the Waiting List

PHA Policy

The PHA will remove an applicant from the waiting list upon request by the applicant family. In such cases no informal hearing is required.

If the PHA determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because the PHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding the PHA's decision (see Chapter 14) [24 CFR 960.208(a)].

PART III: TENANT SELECTION

4-III.A. OVERVIEW

The PHA must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. The PHA must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. The PHA must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 960.206(e)(2)]. The PHA's policies must be posted any place where the PHA receives applications. The PHA must provide a copy of its tenant selection policies upon request to any applicant or tenant. The PHA may charge the family for providing a copy of its tenant selection policies [24 CFR 960.202(c)(2)].

PHA Policy

When an applicant or resident family requests a copy of the PHA's tenant selection policies, the PHA will provide copies to them free of charge.

4-III.B. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

Local Preferences [24 CFR 960.206]

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

If the PHA has a Housing Choice Voucher program, the PHA must offer, and if accepted, provide the family a selection preference for an appropriate-sized public housing unit that first becomes available for occupancy after the time period expires for an HCV family whose HAP contract is being terminated due to an owner failing to make required repairs within the required time frame, and who are unable to lease a new unit within the term of the voucher [24 CFR 982.404(e)(2)].

PHA Policy

Local preferences will be aggregated using a system in which each preference will receive an allocation of points. The more preference points an applicant has, the higher the applicant's place on the waiting list.

The PHA will use the following local preferences:

Emergency VAWA Transfer Preference (1 point): The PHA will offer a preference to a family that includes a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking who are seeking an emergency transfer under VAWA from the PHA's Housing Choice Voucher program or other covered housing program operated by the PHA.

HCV Abatement-Affected Family Preference (2 points): The PHA will provide a preference for an HCV family whose HAP contract is being terminated due to an owner failing to make required repairs within the required time frame, and who were unable to lease a new unit within the term of the voucher.

Among applicants with the same preference points, date and time of application will be used to determine placement on the waiting list.

Emergency Housing Voucher (EHV) Transition Preference: The PHA will provide a preference to families currently assisted under the Emergency Housing Voucher (EHV) program whose assistance is scheduled to expire or terminate on or before December 31, 2026, due to the expiration of EHV funding. This preference and any assistance provided shall be subject to the availability of funding and program resources.

Income Targeting Requirement [24 CFR 960.202(b)]

HUD requires that extremely low-income (ELI) families make up at least 40 percent of the families admitted to public housing during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher [*Federal Register* notice 6/25/14]. To ensure this requirement is met, the PHA may skip non-ELI families on the waiting list in order to select an ELI family.

If a PHA also operates a housing choice voucher (HCV) program, admissions of extremely low-income families to the PHA's HCV program during a PHA fiscal year that exceed the 75 percent minimum target requirement for the voucher program, shall be credited against the PHA's basic targeting requirement in the public housing program for the same fiscal year. However, under these circumstances the fiscal year credit to the public housing program must not exceed the lower of: (1) ten percent of public housing waiting list admissions during the PHA fiscal year; (2) ten percent of waiting list admissions to the PHA's housing choice voucher program during the PHA fiscal year; or (3) the number of qualifying low-income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

PHA Policy

The PHA will monitor progress in meeting the ELI requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

Mixed Population Developments [24 CFR 960.407]

A mixed population development is a public housing development or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character) or the PHA at some point after its inception obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly and disabled families [24 CFR 960.102]. Elderly family means a family whose head, spouse, cohead, or sole member is a person who is at least 62 years of age. Disabled family means a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403]. The PHA must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments. The PHA may not establish a limit on the number of elderly or disabled families that may occupy a mixed population development. In selecting elderly and disabled families to fill these units, the PHA must first offer the units that have accessibility features for families that include a person with a disability and require the accessibility features of such units. The PHA may not discriminate against elderly or disabled families that include children (Fair Housing Amendments Act of 1988).

Units Designated for Elderly or Disabled Families [24 CFR 945]

The PHA may designate projects or portions of a public housing project specifically for elderly or disabled families. The PHA must have a HUD-approved allocation plan before the designation may take place.

Among the designated developments, the PHA must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, the PHA may allow near-elderly families to occupy the units [24 CFR 945.303(c)(1)]. Near-elderly family means a family whose head, spouse, or cohead is at least 50 years old, but is less than 62 [24 CFR 5.403].

If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, the PHA must make available to all other families any unit that is ready for re-rental and has been vacant for more than 60 consecutive days [24 CFR 945.303(c)(2)].

The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse affect on their admission or continued occupancy in public housing or their position on or placement on the waiting list. However, this protection does 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 CFR 945.303(d)(1) and (2)].

This protection does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project [24 CFR 945.303(d)(3)].

PHA Policy

The PHA does ~~not~~ have designated elderly ~~or designated disabled~~ housing at this time.

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

The PHA's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of the PHA's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

The PHA's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a PHA with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a PHA with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, the PHA must comply with the following steps:

Step 1. The PHA must determine the average income of all families residing in all the PHA's covered developments. The PHA may use the median income, instead of average income, provided that the PHA includes a written explanation in its annual plan justifying the use of median income.

PHA Policy

The PHA will determine the average income of all families in all covered developments on an annual basis.

Step 2. The PHA must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, the PHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

PHA Policy

The PHA will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

Step 3. The PHA must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (federal poverty level or 30 percent of median income, whichever number is higher).

Step 4. The PHA with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the PHA must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances the PHA's deconcentration policy may include, but is not limited to the following:

- Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities
- Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments
- Establishing a preference for admission of working families in developments below the EIR

- Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration
- Providing other strategies permitted by statute and determined by the PHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and PHA strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average incomes at all general occupancy developments are within the EIR, the PHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

PHA Policy

For developments outside the EIR the PHA will take the following actions to provide for deconcentration of poverty and income mixing:

[Insert PHA policy here]

Order of Selection [24 CFR 960.206(e)]

The PHA system of preferences may select families either according to the date and time of application or by a random selection process.

PHA Policy

Families will be selected from the waiting list based on preference points. Among applicants with the same preference points, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA.

When selecting applicants from the waiting list, the PHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. The PHA will offer the unit to the highest-ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference status.

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and PHA policy.

4-III.C. NOTIFICATION OF SELECTION

When the family has been selected from the waiting list, the PHA must notify the family [24 CFR 960.208].

PHA Policy

The PHA will notify the family by first class mail [or email](#) when it is selected from the waiting list.

The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

- Who is required to attend the interview

- Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

- Documents that must be provided at the interview to document eligibility for a preference, if applicable

- Other documents and information that should be brought to the interview

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the PHA from making an eligibility determination; therefore, no informal hearing will be offered.

4-III.D. THE APPLICATION PROCESS

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a private interview. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the PHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the PHA [Notice PIH 2018-24].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

PHA Policy

Families selected from the waiting list are required to review email 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.

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see Chapter 7). If the family is verified as eligible for the preference, the PHA will proceed with the interview. If the PHA determines the family is not eligible for the preference, the interview will not proceed, and the family will be placed back on the waiting list according to the date and time of their application.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay.

The family must also complete required forms, provide required signatures, and submit required documentation.

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-A, 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.

Ready Waiting List Pool

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, and return the acknowledgment to Tenant Selection for inclusion in the applicant's file.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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, the PHA will provide translation services in accordance with the PHA's LEP plan.

4-III.E. FINAL ELIGIBILITY DETERMINATION [24 CFR 960.208]

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including PHA suitability standards, the PHA must make a final determination of eligibility (see Chapter 3).

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

PHA Policy

The PHA will notify a family in writing of their eligibility within 10 business days of the determination and will provide the approximate date of occupancy insofar as that date can be reasonably determined.

The PHA will expedite the administrative process for determining eligibility to the extent possible for applicants who are admitted to the public housing program as a result of an emergency transfer from another PHA program.

The PHA must promptly notify any family determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

PHA Policy

If the PHA determines that the family is ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal hearing (see Chapter 14).

If the PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. See Section 3-III.G for the PHA's policy regarding such circumstances.

The PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act, and as outlined in 16-VII.C, at the time the applicant is provided assistance or at the time the applicant is denied assistance. This notice must be provided in both of the following instances: (1) when a family actually begins receiving assistance (lease execution); or (2) when a family is notified of its ineligibility.

Chapter 5

OCCUPANCY STANDARDS AND UNIT OFFERS

INTRODUCTION

The PHA must establish policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers. The PHA's waiting list and selection policies are contained in Chapter 4. Together, Chapters 4 and 5 of the ACOP comprise the PHA's Tenant Selection and Assignment Plan (TSAP).

Policies in this chapter are organized in two parts.

Part I: Occupancy Standards. This part contains the PHA's standards for determining the appropriate unit size for families of different sizes, compositions, and types.

Part II: Unit Offers. This part contains the PHA's policies for making unit offers, and describes actions to be taken when unit offers are refused.

PART I: OCCUPANCY STANDARDS

5-I.A. OVERVIEW

Occupancy standards are established by the PHA 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 underutilization or from excessive wear and tear due to overcrowding. Part I of this chapter explains the occupancy standards. These standards describe the methodology and factors the PHA will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. This part also identifies circumstances under which an exception to the occupancy standards may be approved.

5-I.B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, the PHA may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. PHAs are permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62].

Although the PHA does determine the size of unit the family qualifies for under the occupancy standards, the PHA does not determine who shares a bedroom/sleeping room.

The PHA's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

RRHA Policy

RRHA will use the same occupancy standards for each of its developments.

RRHA'S occupancy standards are as follows:

RRHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of different generations will not be required to share a bedroom, except:

A single pregnant woman with no other household members and a single parent with one child and no other household members will be assigned a one-bedroom unit. Assuming no other changes in family composition, after the child reaches the age of **three (3)** years old, the family will be eligible for a transfer to a 2-bedroom unit.

Otherwise, an unborn child will not be counted as a person in determining unit size.

Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.

Single person families will be allocated a zero or one bedroom.

Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size.

Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on the PHA's occupancy standards.

Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size.

Children in the process of being adopted will be considered when determining unit size.

Children who will live in the unit less than 50 percent of the time will not be considered when determining unit size.

RRHA will reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

5-I.C. EXCEPTIONS TO OCCUPANCY STANDARDS

Types of Exceptions

RRHA Policy

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 household members exceeds the maximum number of persons allowed for the unit size in which the family resides (according to the chart in Section 5-I.B) and the family does not want to transfer to a larger size unit.

When evaluating exception requests RRHA will consider the size and configuration of the unit. In no case will RRHA grant an exception that is in violation of local housing or occupancy codes, regulations, or laws.

Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.

To prevent vacancies, RRHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

Processing of Exceptions

RRHA Policy

All requests for exceptions to the occupancy standards must be submitted in writing, which may include email.

In the case of a request for exception as a reasonable accommodation, RRHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, RRHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger size unit must explain the need or justification for the larger size unit and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

PART II: UNIT OFFERS

24 CFR 1.4(b)(2)(ii); 24 CFR 960.208

5-II.A. OVERVIEW

The PHA must assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination laws.

In filling an actual or expected vacancy, the PHA must offer the dwelling unit to an applicant in the appropriate offer sequence. The PHA will offer the unit until it is accepted. This section describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list. This section also describes the PHA's policies for offering units with accessibility features.

RRHA Policy

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.

5-II.B. NUMBER OF OFFERS

RRHA Policy

RRHA has adopted a "two-to-three offer plan" for offering units to applicants. Under this plan, RRHA will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. The number of unit offers will be based on the distribution of vacancies. If a suitable unit is available in:

Three (3) or more locations: The applicant will be offered a unit in the location with the highest number of vacancies. If the offer is rejected, the applicant will be offered a suitable unit in the location with the second highest number of vacancies. If that unit is rejected, a final offer will be made in the location with the third highest number of vacancies. The offers will be made in sequence and the applicant must refuse an offer before another is made.

Two (2) locations: The applicant will be offered a suitable unit in the location with the higher number of vacancies. If the offer is rejected, a final offer will be made at the other location. The offers will be made in sequence and the applicant must refuse the first offer before a second offer is made.

One (1) location: The applicant will be offered a suitable unit in that location. If the offer is rejected, the applicant will be offered the next suitable unit that becomes available, whether it is at the same location as the first offer or at another location. The second unit offer will be the final offer, unless there is good cause for refusing the offer.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

5-II.C. TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL

RRHA Policy

Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer.

Offers made by telephone will be confirmed by letter or email.

5-II.D. REFUSALS OF UNIT OFFERS

Good Cause for Unit Refusal

An elderly or disabled family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the public housing waiting list [24 CFR 945.303(d)].

RRHA Policy

Applicants may refuse to accept a unit offer for "good cause." *Good cause* includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. [PH Occ GB, p. 104]. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

The family demonstrates to the RRHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

The family demonstrates to the RRHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders; other court orders; risk assessments related to witness protection from a law enforcement agency; or documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

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

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

The unit has lead-based paint and the family includes children under the age of six.

In the case of a unit refusal for good cause the applicant will not be removed from the waiting list as described later in this section. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse.

RRHA will require documentation of good cause for unit refusals.

Unit Refusal without Good Cause

RRHA Policy

When an applicant rejects the final unit offer without good cause, the PHA will remove the applicant's name from the waiting list and send notice to the family of such removal. The notice will inform the family of their right to request an informal hearing and the process for doing so (see Chapter 14).

The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until RRHA opens the waiting list.

5-II.E. ACCESSIBLE UNITS [24 CFR 8.27]

PHAs must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities, and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

When an accessible unit becomes vacant, before offering such units to a non-disabled applicant the PHA must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under the PHA's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, the PHA may require the applicant to agree (and may incorporate this agreement in the lease) to move to a non-accessible unit when available.

RRHA Policy

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, RRHA will offer the unit to a non-disabled applicant.

When offering an accessible unit to a non-disabled applicant, RRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

5-II.F. DESIGNATED HOUSING

When applicable, RRHA's policies for offering units designated for elderly families only or for disabled families only are described in RRHA's Designated Housing Plan.

Chapter 6.A.

INCOME AND RENT DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

INTRODUCTION

This chapter is applicable prior to the PHA's HOTMA 102/104 compliance date. After this date, the PHA will follow policies as outlined in Chapter 6.B. of the model policy.

The program regulations in the current Code of Federal Regulations (CFRs) were updated for HOTMA on January 1, 2024. As a result, pre-HOTMA regulations from 2023 are no longer available on the electronic CFRs. However, since full HOTMA implementation is still pending, the pre-HOTMA regulations continue to apply to some elements of the program, and this chapter makes references to both pre-HOTMA and HOTMA regulations where applicable. Where HOTMA regulations apply, citations in this chapter have been provided indicating that current HOTMA CFRs are applicable. For all other citations, the pre-HOTMA CFRs apply. The federal government archives previous versions of the CFRs, and PHAs may access them here:

<https://www.govinfo.gov/app/collection/cfr/2023/title24>.

A family's annual income is used to determine their income eligibility for the public housing program and is also used to calculate the amount of the family's rent payment. The PHA will use the policies and methods described in this chapter to ensure that only income-eligible families receive assistance and that no family pays more or less rent than is required under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

Part II: Adjusted Income. Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.

Part III: Calculating Rent. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and the family's choice in rents.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

5.609 Annual income.

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

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

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

(3) Which are not specifically excluded in paragraph [5.609(c)].

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

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (as updated for HOTMA per Notice PIH 2024-38) (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- The Effect of Welfare Benefit Reduction (Exhibit 6-4)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. Verification requirements for annual income are discussed in Chapter 7.A.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(b)(8) as updated for HOTMA].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(b)(8) as updated for HOTMA].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].
Minors	Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3) as updated for HOTMA]. All sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Earned income in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14) as updated for HOTMA]. All sources of income, except those specifically excluded by the regulations, are included.

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

PHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less 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.

Absent Students

PHA Policy

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 the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

PHA Policy

If a child has been placed in foster care, the PHA 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, the child will be counted as a family member, irrespective of the actual length of time the child is absent from the household..

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Individuals Confined for Medical Reasons

PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Absences Due to Incarceration

PHA Policy

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.

Court-Ordered Absences

PHA Policy

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.

Joint Custody of Children

PHA Policy

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 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.

Caretakers for a Child

PHA Policy

If a public housing family includes a minor child and neither a parent nor a designated guardian remains in a household, the approval of a caretaker is at the PHA’s discretion and subject to the PHA’s screening criteria. The PHA will take the following actions.

If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker’s role is temporary. In such cases the PHA will extend the caretaker’s status as an eligible visitor.

At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household. Caretaker must provide legal custody papers to verify legal guardianship.

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.

6-I.C. ANTICIPATING ANNUAL INCOME

The PHA is required to count all income “anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date” [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

PHAs are required to use HUD’s Enterprise Income Verification (EIV) system in its entirety as a third-party source to verify employment and income information, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)].

HUD allows PHAs to use tenant-provided documents (pay stubs) dated within 120 days of the date received by the PHA to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where the PHA does not determine it is necessary to obtain additional third-party data. The PHA may also accept a statement dated within the appropriate benefit year for fixed income sources.

PHA Policy

When EIV is obtained and the family does not dispute the EIV employer data, the PHA will use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, the PHA will make every effort to obtain current and consecutive pay stubs dated within the last 120 days.

The PHA will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

If EIV or other UIV data is not available,

If the family disputes the accuracy of the EIV employer data, and/or

If the PHA determines additional information is needed.

In such cases, the PHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how the PHA annualized projected income.

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows: $(\$8/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$8.25 \times 40 \text{ hours} \times 45 \text{ weeks})$.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's policy on reexaminations does not require interim reexaminations for other types of changes.

When tenant-provided third-party documents are used to anticipate annual income, they will be dated within 120 days of the date received by the PHA. Statements dated within the appropriate benefit year will be accepted for fixed income sources.

Projecting Income

In HUD's EIV webcast of January 2008, HUD made clear that PHAs are not to use EIV quarterly wages to project annual income.

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27; Notice PIH 2024-38]

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24) as updated for HOTMA].

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100 as updated for HOTMA].

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b) as updated for HOTMA]. Income earned as a day laborer is not considered nonrecurring income.

A *seasonal worker* is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b) as updated for HOTMA]. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27]. Income earned as a seasonal worker is not considered nonrecurring income.

PHA Policy

The PHA will include in annual income the gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or interim reexamination. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11) as updated for HOTMA].

Types of Earned Income Not Counted in Annual Income

Earnings of a Minor [24 CFR 5.609(b)(3) as updated for HOTMA]

A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

Earned Income of Full-Time Students [24 CFR 5.609(b)(14) as updated for HOTMA]

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. Full-time status is defined by the educational or vocational institution the student is attending [New PH OCC GB, *Lease Requirements*, p. 5].

Income of a Live-in Aide

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(b)(8) as updated for HOTMA]. (See Eligibility chapter for a full discussion of live-in aides.)

6-I.E. EARNED INCOME DISALLOWANCE [24 CFR 960.255; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating in the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(28) as updated for HOTMA; Notice PIH 2023-27]

Annual income includes “the net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

PHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

Independent Contractors

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 2.609 (b)(24) as updated for HOTMA].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b) as updated for HOTMA]. This may include individuals such as third-party delivery and transportation service providers and “gig workers” like babysitters, landscapers, rideshare drivers, and house cleaners. Income earned as an independent contractor is not considered nonrecurring income.

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

PHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

PHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

PHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of a tenant family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

PHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6-I.G. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9) as updated for HOTMA]

The regulations distinguish between two categories of student financial assistance paid to both full-time and part-time students. The first category is any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA), which must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i) as updated for HOTMA].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs
 - The Higher Education Tribal Grant
 - The Tribally Controlled Colleges or Universities Grant Program

The second category is any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education (not otherwise excluded by the Federally mandated income exclusions) [24 CFR 5.609(b)(9)(ii)]. Other student financial assistance received by the student that, either by itself or in combination with HEA assistance, exceeds the actual covered costs is included in income.

Actual covered costs are defined as the actual costs of:

- Tuition, books, and supplies;
 - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the educational institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance, does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

PHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The PHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

Example 1

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance - \$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii) as updated for HOTMA. The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance" would be excluded from income.

Example 2

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

Example 3

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

Example 4

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

6-I.H. PERIODIC PAYMENTS [Notice PIH 2023-27]

Periodic payments are forms of income received on a regular basis.

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly). Unemployment income and other types of periodic payments are not considered nonrecurring income, unless explicitly excluded from income under 25 CFR 5.609(b) as updated for HOTMA, and thus they are included in annual income.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. Any workers' compensation is always excluded from annual income, regardless of the frequency or length of the payments.

Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16) as updated for HOTMA]

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

PHA Policy

The PHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 9. If not, the PHA will consider the amount when processing the family's next annual recertification.

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 lumpsum 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 add 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.

Retirement Accounts [24 CFR 5.609(b)(26) as updated for HOTMA; Notice PIH 2023-27]

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets.

However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

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.

Social Security Benefits [Notice PIH 2023-27]

The PHA is required to use the gross benefit amount to calculate annual income from Social Security benefits.

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27]. When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, the PHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

PHA Policy

Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, the PHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

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. Once the applicant has received the benefit verification letter, they will be required to provide it to RRHA.

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: $\$547.00 \times 12 = \$6,564$.

6-I.I. NONRECURRING INCOME [24 CFR 5.609(b)(24) as updated for HOTMA and Notice PIH 2023-27]

Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income. The PHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. See Chapter 7 for PHA policies related to verification of nonrecurring income.

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly).

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i) as updated for HOTMA].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii) as updated for HOTMA].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv) as updated for HOTMA].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v) as updated for HOTMA].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi) as updated for HOTMA]. When calculating annual income, PHAs are prohibited from assigning monetary value to such non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income. However, the value of regular in-kind donations (such as the value of groceries) received by friends and family are included.

- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii) as updated for HOTMA].

6-I.J. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19) as updated for HOTMA]

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies, or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

6-I.K. CIVIL RIGHTS SETTLEMENTS [24 CFR 5.609(b)(25) as updated for HOTMA; FR Notice 2/14/23]

Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income. This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of *net family assets*). Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received.

Furthermore, if a civil rights settlement or judgment increases the family's net family assets such that they exceed the HUD-published threshold amount (\$50,000 for 2024, and \$51,600 for 2025), then income will be imputed on the net family assets pursuant to 24 CFR 5.609(a)(2). If the imputed income, which HUD considers unearned income, increases the family's annual adjusted income by 10 percent or more, then an interim reexamination of income will be required unless the addition to the family's net family assets occurs within the last three months of the family's income certification period and the PHA or owner chooses not to conduct the examination.

6-I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b) as updated for HOTMA; FR Notice 1/31/2024]

Other exclusions contained in 24 CFR 5.609(b) as updated for HOTMA and FR Notice 1/31/2024 that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4) as updated for HOTMA].
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5) as updated for HOTMA]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages are included in annual income [Notice PIH 2023-27].
- 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 [24 CFR 5.609(b)(6) as updated for HOTMA].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7) as updated for HOTMA].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10) as updated for HOTMA].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10) as updated for HOTMA].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11) as updated for HOTMA].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17) as updated for HOTMA]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20) as updated for HOTMA]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21) as updated for HOTMA]. Generally, payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income.
- Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23) as updated for HOTMA].
- Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27) as updated for HOTMA].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(12)(ii) as updated for HOTMA].
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i) as updated for HOTMA].
- Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.600(b)(12)(iii) as updated for HOTMA].

State and Local Employment Training Programs [24 CFR 5.609(b)(12)(iv) as updated for HOTMA]

- Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. 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 training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv) as updated for HOTMA].

PHA Policy

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA's interim reporting requirements (see Chapter 11).

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13) as updated for HOTMA].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15) as updated for HOTMA].
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20) as updated for HOTMA].
- Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) as updated for HOTMA apply. HUD will publish a notice in the *Federal Register* to identify the benefits that qualify for this exclusion. Updates will be published when necessary [24 CFR 5.609(b)(22) as updated for HOTMA].

6-I.M. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the public housing program. However, HUD requires that the PHA include in annual income the anticipated "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)] and Exhibit 6-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

Optional policies for family self-certification of assets are found in Chapter 7.

General Policies

Income from Assets

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

PHA Policy

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

PHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28 and PH Occ GB, p. 121].

Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24)(viii) as updated for HOTMA; Notice PIH 2023-27]

The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.

Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.

However, these amounts may count toward net family assets. The PHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 9. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and the PHA chooses not to conduct the examination.

For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.

PHA Policy

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIP FAQs]. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29]

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate as determined by the PHA.

- Note: The HUD field office no longer provides an interest rate for imputed asset income. The “safe harbor” is now for the PHA to establish a passbook rate within 0.75 percent of a national average.
- The PHA must review its passbook rate annually to ensure that it remains within 0.75 percent of the national average.

PHA Policy

The PHA initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).

The PHA will review the passbook rate annually. The rate will not be adjusted unless the current PHA rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.

The effective date of changes to the passbook rate will be determined at the time of the review.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property’s market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement investment plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement investment plan.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes “amounts derived (during the 12-month period) from assets to which any member of the family has access.”

PHA Policy

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the PHA will count the full value of the asset. A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the PHA will prorate the asset evenly among all owners.

Assets Disposed of for Less than Fair Market Value [24 CFR 5.603(b)]

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

Minimum Threshold

The PHA may set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

PHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

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 twoyear period is less than \$50,000, they will not be considered an asset.

DRAFT

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

PHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

PHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

PHA Policy

In determining the value of a checking account, the PHA will use the current balance.

In determining the value of a savings account, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.

ABLE Accounts [24 CFR 5.609(b)(10) as updated for HOTMA; Notice PIH 2019-09]

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. The PHA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

PHA Policy

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).

When the anticipated rate of return is not known (e.g., stocks), the PHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25 and PH, p. 121].

PHA Policy

In determining the equity, the PHA will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

The PHA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, the PHA will use the basic loan balance information to deduct from the market value in the equity calculation.

Equity in real property and other capital investments is considered in the calculation of asset income **except** for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

The PHA must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

PHA Policy

For the purposes of calculating expenses to convert to cash for real property, the PHA will use ten percent of the market value of the home.

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

PHA Policy

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the PHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts [24 CFR 5.609(b)(2) as updated for HOTMA]

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, *revocable* and *irrevocable*.

When the creator sets up an *irrevocable trust*, the creator has no access to the funds in the account. Typically, special needs trusts are considered irrevocable. Irrevocable trusts not under the control of any member of the family are excluded from net family assets. The value of the trust continues to be excluded from net family assets so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4) as updated for HOTMA]. Further, where an irrevocable trust is excluded from net family assets, the PHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

- A revocable trust that is under the control of the family is included in net family assets when the grantor is a member of the assisted family. If a revocable trust is included in the calculation of net family assets, then the actual income earned by the revocable trust is also included in the family's income. For example, interest earned or rental income if the property is held in the trust. The PHA must calculate imputed income on the revocable trust if net family assets are more than the HUD-published threshold amount, which is adjusted annually and listed in HUD's Inflation Adjusted Values tables (\$50,000 for 2024, and \$51,600 for 2025), and actual income from the trust cannot be calculated (e.g., if the trust is comprised of farmland that is not in use).
- A revocable trust that is not under the control of the family is excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the beneficiary does not "own" the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account's trustee.

For both irrevocable and revocable trusts, if the value of the trust is not considered part of net family assets, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

PHA Policy

In determining the value of personal property held as an investment, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

PHA Policy

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

6-I.N. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Welfare assistance payments 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.

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency provide the reason for the reduction of benefits

and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

For special procedures related to grievance hearings based upon the PHA's denial of a family's request to lower rent when the family experiences a welfare benefit reduction, see Chapter 14, Grievances and Appeals.

Offsets

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.O. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a tenant family.

Alimony and Child Support

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

PHA Policy

The PHA will count court-awarded amounts for alimony and child support. 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.

Additionally, the PHA will count-court awarded amounts for alimony and child support unless:

1. The family certifies and PHA verifies that the payments are not being made; or
2. No payments have been made in the past three months and there are no lump sums.

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity (PHA) must deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family [before HOTMA compliance date]; \$525 for any elderly family or disabled family [following the compliance date for HOTMA 102/104]
- (3) The sum of the following, to the extent the sum exceeds three 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
- (4) Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further their education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7, Verifications.

Anticipating Expenses

PHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., childcare during school and nonschool periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

6-II.B. DEPENDENT DEDUCTION

An allowance of \$480 is deducted from annual income for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead 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 CFR 5.603(b) as updated for HOTMA].

6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$400 [before HOTMA 102/104 compliance date] or \$525 [after HOTMA 102/104 compliance date] is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6-II.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i) and 5.603(b) as updated for HOTMA]

The total of unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent [before HOTMA 102/104 compliance date] or ten percent [following HOTMA 102/104 compliance date] of the family's annual income.

The health and medical care expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a health and medical care expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of *Medical Expenses*

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) (as updated for HOTMA) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.” Health and medical care expenses may be deducted from annual income only if they are eligible under this definition and not otherwise reimbursed.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting PHAs to specifically align their policies to IRS Publication 502. PHAs must review each expense to determine whether it is eligible in accordance with HUD's definition. While PHA policies may not specifically align with IRS Publication 502, HUD recommends PHAs use it as a standard for determining allowable expenses, and the PHA may list examples of allowable expenses in their policy provided they comply with HUD's definition at 24 CFR 5.603 as updated for HOTMA. The PHA may not define *health and medical care expenses* more narrowly than the regulation.

PHA Policy

The PHA will use the most current IRS Publication 502 as a standard for determining if expenses claimed by eligible families qualify as health and medical care expenses. However, under no circumstances will the PHA deduct any expenses listed in IRS Publication 502 that do not conform with HUD's definition of *health and medical care expenses*.

Summary of Typical Allowable Health and Medical Care Expenses	
Services of medical professionals Surgery and medical procedures that are necessary, legal, and non-cosmetic Services of medical facilities Hospitalization, long-term care, and in-home nursing services Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) Medical insurance premiums or the cost of a health maintenance organization (HMO) Medicare Part B and Part D premiums	Substance abuse treatment programs Psychiatric treatment Ambulance services and some costs of transportation related to medical expenses. The PHA will use the most current medical mileage rate listed in IRS Publication 502. The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) The costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care, incurred in maintaining the health and vitality of the service animal so that it may perform its duties.
Note: This chart provides a summary of eligible health and medical care expenses only. In all cases, the PHA will consider whether health and medical expenses care expenses claimed by the family are eligible under HUD's definition.	

Families That Qualify for Both Health and Medical Care and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

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 CFR 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 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any income exclusions are applied.

PHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA 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 family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA 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 the family members’ incomes [PH Occ GB, p. 124].

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *PH Occupancy Guidebook* as follows:

“Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals” [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

Eligible Auxiliary Apparatus

PHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus are 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 the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

PHA Policy

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.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are not reimbursed by an outside source.

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.

PHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.F. CHILDCARE EXPENSE DEDUCTION

HUD defines *childcare expenses* at 24 CFR 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 their 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.

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

PHA Policy

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, the PHA 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) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

PHA Policy

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 may be reduced or denied if the family member’s job search efforts are not commensurate with the childcare expense being allowed by the PHA.

Furthering Education

PHA Policy

If the childcare expense being claimed is to enable a family member to further their 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.

Being Gainfully Employed

PHA Policy

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.

Earned Income Limit on Childcare Expense Deduction

When a family member looks for work or furthers their 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 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any income exclusions are applied.

When the person who is enabled to work is a full-time student whose earned income above \$480 is excluded, childcare costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income.

The PHA must not limit the deduction to the least expensive type of childcare. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

PHA Policy

When the childcare expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable childcare expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Childcare Expenses

The type of care to be provided is determined by the tenant family. The PHA may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare [VG, p. 26].

Allowable Childcare Activities

PHA Policy

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 unit are not eligible; however, payments for childcare to relatives who do not live in the unit are eligible.

If a childcare provider also renders other services to a family or childcare is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to childcare for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the childcare provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Childcare expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further their education, and (2) the family certifies, and the childcare provider verifies, that the expenses are not paid or reimbursed by any other source.

PHA Policy

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, the PHA will use the schedule of childcare costs from a qualified local entity that either subsidizes childcare costs or licenses childcare providers. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

6-II.G. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)]

Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128].

The *Form HUD-50058 Instruction Booklet* states that the maximum allowable amount for total permissive deductions is less than \$90,000 per year.

PHA Policy

The PHA has opted not to use permissive deductions.

PART III: CALCULATING RENT

6-III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by the PHA.

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- the Flat Rent for the family's unit if Flat Rent is chosen by the family; or
- 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). A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for RRHA shall be \$50 per month. RRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. Any RRHA notification regarding the hardship exemption will also advise the family that hardship exemption determinations are subject to RRHA grievance procedures.

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).

Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]

PHAs have been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions. At the discretion of the PHA, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

The PHA's minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to PHA designed income-based rents in the same manner as they are applied to the regulatory income-based rents.

The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

PHA Policy

The PHA chooses not to adopt optional changes to income-based rents.

Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]

Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families 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.

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) [PH Occ GB, p. 135].

PHA Policy

- 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.
- The continued use of ceiling rents is optional. RRHA may discontinue them at any time after providing notice to tenants.
- 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.

- 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.
- 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).

Utility Reimbursement [24 CFR 960.253(c)(4)]

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the family.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter, either prospectively or retroactively, and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship. The PHA must issue reimbursements that exceed \$15.00 per month on a monthly basis.

PHA Policy

The PHA will issue all utility reimbursements monthly.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

PHA Policy

The financial hardship rules described below does apply in this jurisdiction because the RRHA has established a minimum rent of \$50.00.

RRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. 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.

Overview

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial 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. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

PHA Policy

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.

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.

- (2) The family would be evicted because it is unable to pay the minimum rent.

PHA Policy

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) Family income has decreased because of changed family circumstances, including the loss of employment which is demonstrated to continue for more than 90 days.
- (4) A death has occurred in the family.

PHA Policy

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.

- (5) The family has experienced other circumstances determined by the PHA.

PHA Policy

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.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

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.

PHA Policy

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.

The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

PHA Policy

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.

The PHA will make the determination of hardship within 30 calendar days.

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.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

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.

Temporary Hardship

If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

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.

Long-Term Hardship

If the PHA determines that the financial hardship is long-term within the meaning of this ACOP, the PHA must 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.

PHA Policy

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 will 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, 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.

6-III.C. UTILITY ALLOWANCES [24 CFR 965, Subpart E]

Overview

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, the PHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

Residents in units where RRHA pays the utilities will **not** be charged for excess utilities and a consumption allowance will not be established. Families must take reasonable steps to conserve water, gas, and electricity and avoid unreasonable uses.

6-III.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Except for non-public housing over income families, the PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must:

- (1) Subtract the TTP from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
- (2) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
- (3) Multiply the member maximum subsidy by the number of eligible family members.
- (4) Subtract the subsidy calculated in the last step from the flat rent. This is the prorated TTP.
- (5) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

PHA Policy

Revised public housing flat rents will be applied to a mixed family's rent calculation at the first annual reexamination after the revision is adopted.

- (6) When the mixed family's TTP is greater than the applicable flat rent, use the TTP as the prorated TTP. The prorated TTP minus the utility allowance is the prorated rent for the mixed family.

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.

6-III.E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]

Flat Rents [24 CFR 960.253(b)]

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

Family Choice in Rents [24 CFR 960.253(a) and (e)]

Once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year, except in the case that the family has chosen the flat rent and experiences a financial hardship. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.

PHA Policy

The annual PHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

The PHA will require families to submit their choice of flat or income-based rent in writing or via rent café portal and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

The PHA must provide sufficient information for families to make an informed choice. This information must include the PHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year the PHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.

PHA Policy

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 effective the first of the month following the family's request.

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. PHA Policy

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.

EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

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

(6) Welfare assistance payments.

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

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31¹; and

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

¹ Text of 45 CFR 260.31 follows (next page).

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

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

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

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

260.31 What does the term "assistance" mean?

(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and childcare provided to families who are not employed.

(b) [The definition of "assistance"] excludes: (1) Nonrecurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as childcare and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance

EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

24 CFR 5.609(b) as updated for HOTMA

(b) Annual income does not include the following:

(1) Any imputed return on an asset when net family assets are less than or equal to the HUD-published threshold amount (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) 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.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

- 1) The Federal government;
- (2) A State, Tribe, or local government;
- (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
- (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- (5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

- (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;
- (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (
- 3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

- (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
- (2) Expressly to assist a student with the costs of higher education; or
- (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

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

(12)

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

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

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such

accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

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

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home

EXHIBIT 6-4: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination

of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) PHA relation with welfare agency.

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

Chapter 6.B.

INCOME AND RENT DETERMINATIONS UNDER HOTMA 102/104

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

INTRODUCTION

This chapter is applicable upon the PHA's HOTMA 102/104 compliance date. Prior to this date, the PHA will follow policies as outlined in Chapter 6.A. of the model policy.

A family's annual income is used to determine their income eligibility for the public housing program and is also used to calculate the amount of the family's rent payment. The PHA 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. This chapter describes HUD regulations and PHA policies related to these topics in ~~three~~ four parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income which are excluded from the family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

Part II: Assets. HUD regulations specify the types of assets which are excluded from a family's annual income. These requirements and PHA policies for calculating income from assets are found in Part II.

Part III: Adjusted Income. Once annual income has been established, HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to adopt additional permissive deductions. These requirements and PHA policies for calculating adjusted income are found in Part III.

Part IV: Calculating Rent. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and the family's choice of rent.

DRAFT

PART I: ANNUAL INCOME

6-I.A. OVERVIEW [24 CFR 5.609]

Annual income includes:

- All amounts, not specifically excluded in 24 CFR 5.609(b);
- All amounts received from all sources (other than those specifically excluded in 24 CFR 5.609(b)) by each member of the family who is 18 years of age or older or is the head of household or spouse;
- Unearned income (other than those sources specifically excluded in 24 CFR 5.609(b)) by or on behalf of each dependent who is under 18 years of age; and
- Imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds the HUD-published threshold amount (adjusted annually and published in HUD's Inflation-Adjusted Values tables) and the actual returns from a given asset cannot be calculated.

In addition to this general definition, the regulations at 24 CFR 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. Note, unlike in previous versions of the regulations, the current regulations governing annual income do not list sources of income that are to be included. Instead, HUD relies on the definition of excluded income under 24 CFR 5.609(b) to provide the scope of what is included. To that end, generally, all income is included unless it is specifically excluded by regulation.

Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but did not receive. For example, a family's child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders. However, when a family member's wages or benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other applicable debts, the PHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income [Notice PIH 2023-27].

Annual income also includes all actual anticipated income from assets (provided the income is not otherwise excluded) even if the asset itself is excluded from net family assets [Notice PIH 2023-27]. 24 CFR 5.603(b)(1) describes HUD regulations for treating specific types of assets.

The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Full Definition (Exhibit 6-1)
- Treatment of Family Assets (Exhibit 6-2)
- The Effect of Welfare Benefit Reduction (Exhibit 6-3)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Overview

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition in accordance with HUD regulations and PHA policies in Chapter 9. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Foster child or foster adult	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].
Minors	Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3)]. All ~~other~~ sources of unearned income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Earned income in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14)]. All ~~other~~ sources of unearned income, except those specifically excluded by the regulations, are included.

Temporarily Absent Family Members

The current regulations governing annual income do not specifically address temporarily absent family members. The regulations also do not define “temporarily” or “permanently” absent or specify a timeframe associated with a temporary versus a permanent absence.

PHA Policy

Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less 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.

Absent Students

PHA Policy

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 the PHA indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care (as confirmed by the state child welfare agency) are considered members of the family [24 CFR 5.403].

PHA Policy

If a child has been placed in foster care, the PHA 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, the child will continue to be counted as a family member.

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, PHAs may determine that that person is no longer a member of the assisted household, and the income of that person is not counted [New PH OCC GB, *Income Determinations*, p. 12].

PHA Policy

The PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or a person with disabilities.

Joint Custody of Children

PHA Policy

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 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.

Caretakers for a Child

PHA Policy

The approval of a caretaker is at the PHA's discretion and subject to the PHA's screening criteria. If neither a parent nor a designated guardian remains in a household receiving assistance, the PHA will take the following actions.

If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.

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.

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.

6-I.C. CALCULATING ANNUAL INCOME

The methodology used for calculating income differs depending on whether income is being calculated at initial occupancy, interim reexamination, or at annual reexamination. However, income from assets is always anticipated regardless of certification type.

Anticipating Annual Income [24 CFR 5.609(c)(1)]

At initial occupancy and for an interim reexamination of family income, the PHA is required to use anticipated income (current income) for the upcoming 12-month period following the new admission or interim reexamination effective date. Policies related to verifying income are found in Chapter 7.

PHA Policy

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of temporary, sporadic, or variable employment, seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how the PHA annualized projected income.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income at admission or interim reexamination, annual income will be projected by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the new admission or interim reexamination. In such a case the PHA would calculate annual income as follows: $(\$8/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$8.25 \times 40 \text{ hours} \times 45 \text{ weeks})$.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then, should the change in income require the PHA to conduct an interim reexamination, conduct an interim reexamination in accordance with PHA policy in Chapter 9.

**Calculating Annual Income at Annual Reexamination [24 CFR.609(c)(2);
Notice PIH 2023-27]**

At annual reexamination, except where the PHA uses a streamlined income determination, PHAs must first determine the family's income for the previous 12-month period and use this amount as the family income for annual reexaminations; however, adjustments to reflect current income must be made. Any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with PHA policies in Chapter 9 and HUD regulations, must be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family's rent. Policies related to conducting annual reexaminations are located in Chapter 9.

6-I.D. EARNED INCOME

Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27]

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100].

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b)]. Income earned as a day laborer is not considered nonrecurring income.

A *seasonal worker* is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b)]. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27]. Income earned as a seasonal worker is not considered nonrecurring income.

PHA Policy

The PHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].

Earnings of a Minor [24 CFR 5.609(b)(3)]

A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

Earned Income of Full-Time Students [24 CFR 5.609(b)(14)]

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. Full-time status is defined by the educational or vocational institution the student is attending [New PH OCC GB, *Lease Requirements*, p. 5].

6-I.E. EARNED INCOME DISALLOWANCE [24 CFR 960.255; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

Calculation Method

Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

PHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

PHA Policy

During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

Individual Savings Accounts [24 CFR 960.255(d)]

The PHA may, but is not required to, establish a policy to offer a qualified family paying income-based rent an ISA instead of being given the EID.

PHA Policy

The PHA chooses not to establish a system of individual savings accounts (ISAs) for families who qualify for the EID.

6-I.F. BUSINESS AND SELF-EMPLOYMENT INCOME [24 CFR 5.609(b)(28); Notice PIH 2023-27]

Annual income includes “net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.”

PHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described herein.

Independent Contractors

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 2.609 (b)(24)].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b)]. This may include individuals such as third-party delivery and transportation service providers and “gig workers” like babysitters, landscapers, rideshare drivers, and house cleaners. Income earned as an independent contractor is not considered nonrecurring income.

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

PHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

PHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

PHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

PHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

Assets Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

6-I.G. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

The regulations distinguish between two categories of student financial assistance paid to both full-time and part-time students.

The first category is any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA), which must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs
 - The Higher Education Tribal Grant
 - The Tribally Controlled Colleges or Universities Grant Program

The second category is any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education (not otherwise excluded by the Federally mandated income exclusions) [24 CFR 5.609(b)(9)(ii)]. Other student financial assistance received by the student that, either by itself or in combination with HEA assistance, exceeds the actual covered costs is included in income.

Actual covered costs are defined as the actual costs of:

- Tuition, books, and supplies;
 - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the educational institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance, does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

PHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The PHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

Example 1

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance - \$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance" would be excluded from income.

Example 2

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

Example 3

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

Example 4

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

6-I.H. PERIODIC PAYMENTS [Notice PIH 2023-27]

Periodic payments are forms of income received on a regular basis.

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly). Unemployment income and other types of periodic payments are not considered nonrecurring income, unless explicitly excluded from income under 25 CFR 5.609(b), and thus they are included in annual income.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. Any workers' compensation is always excluded from annual income, regardless of the frequency or length of the payments.

Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16)]

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

PHA Policy

The PHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family ~~and~~ reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 9. If not, the PHA will consider the amount when processing the family's next annual recertification.

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Retirement Accounts [24 CFR 5.609(b)(26); Notice PIH 2023-27]

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets.

However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

Social Security Benefits [Notice PIH 2023-27]

The PHA is required to use the gross benefit amount to calculate annual income from Social Security benefits.

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27]. When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, the PHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

PHA Policy

Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, the PHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Alimony and Child Support

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. For example, a family’s child-support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

PHA Policy

The PHA will count all regular payments of alimony or child support awarded as part of a divorce or separation agreement-

Unless the family certifies and the PHA verifies that the payments are not being made.

In order to verify that payments are not being made, the PHA will review child support payments over the last three months. If no payments have been made in the past three months and there are no lump sums, the PHA will not include alimony or child support in annual income.

If payments are being made regularly, the PHA will use the amount received during the last 12 months (excluding any lump sums received). If payments have been made for a period less than 12 months, the PHA will average all payments that have been made.

At new admission or interim recertification, if any lump sum payments were made in the past 12 months, the PHA will determine the likelihood of the family receiving another similar payment within the next 12 months before deciding whether or not this amount will be included in the calculation of annual income.

If the PHA determines and can appropriately verify that the family in all likelihood will not receive a similar payment, then the amount will not be considered when projecting annual income.

If the PHA determines that it is likely that the family will receive a similar payment and can appropriately verify it, the amount will be included when projecting annual income.

6-I.I. NONRECURRING INCOME [24 CFR 5.609(b)(24) and Notice PIH 2023-27]

Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income. The PHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. See Chapter 7 for PHA policies related to verification of nonrecurring income.

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly).

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i)].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii)].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv)].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v)].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi)]. When calculating annual income, PHAs are prohibited from assigning monetary value to such non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income. However, the value of regular in-kind donations (such as the value of groceries) received by friends and family are included.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii)].

6-I.J. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments.

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-3. The requirements are summarized below. This rule applies only if a family was receiving ~~HCV~~ assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19)]

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies, or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

6-I.L. CIVIL RIGHTS SETTLEMENTS [24 CFR 5.609(b)(25); FR Notice 2/14/23]

Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income. This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of *net family assets*). Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received.

Furthermore, if a civil rights settlement or judgment increases the family's net family assets such that they exceed the HUD-published threshold amount (\$50,000 for 2024, and \$51,600 for 2025), then income will be imputed on the net family assets pursuant to 24 CFR 5.609(a)(2). If the imputed income, which HUD considers unearned income, increases the family's annual adjusted income by 10 percent or more, then an interim reexamination of income will be required unless the addition to the family's net family assets occurs within the last three months of the family's income certification period and the PHA or owner chooses not to conduct the examination.

6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b); FR Notice 1/31/2024]

Other exclusions contained in 24 CFR 5.609(b) and FR Notice 1/31/2024 that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4)].
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5)]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages are included in annual income [Notice PIH 2023-27].
- 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 [24 CFR 5.609(b)(6)].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7)].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10)].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10)].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17)]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20)]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21)]. Generally, payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income.
- Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23)].
- Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27)].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(12)(ii)].
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i)].
- Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.600(b)(12)(iii)].

- Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. 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 training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv)].

PHA Policy

The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3-4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA’s interim reporting requirements (see Chapter 11).

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13)].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15)].
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20)].

- Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) apply. HUD will publish a notice in the *Federal Register* to identify the benefits that qualify for this exclusion. Updates will be published when necessary [24 CFR 5.609(b)(22)].

HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the *Federal Register* on January 31, 2024. It includes:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets.
- (b) Benefits under Section 1780 of the Richard B. Russell School Lunch Act and Child Nutrition Act of 1966, including WIC and reduced-price lunches.
- (c) Payments, including for supportive services and reimbursement of out-of-pocket expenses, to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058). The exclusion also applies to assets.
 - Except, the exclusion does not apply when the Chief Executive Officer of the Corporation for National and Community Service determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)).
- (d) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).
- (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506).
- (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1)).
- (g) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998-which was reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2)).
- (h) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts.
- (i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Section 6).
- (j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
- (k) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise*

Cobell et al. v. Ken Salazar et al., for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010.

- (l) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407–1408).
- (m) Payments received from programs funded under Title V of the Older Americans Act of 1968 (42 U.S.C. 3056(f)).
- (n) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.
- (o) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean and Thailand service veterans born with spinal bifida (42 U.S.C. 12637(d)).
- (p) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets.
- (q) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the ~~Child-Care~~ Childcare and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
- (r) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets.
- (s) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets.
- (t) Amounts of ~~scholarships~~ student financial assistance funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
 - For Section 8 programs only, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327 (as amended)).

- (u) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- (v) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)).
- (w) Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)).
- (x) Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations. This exclusion also applies to assets.
- (y) Distributions from an ABLÉ account, distributions from and certain contributions to an ABLÉ account established under the ABLÉ Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09 or subsequent or superseding notice is excluded from income and assets.
- (z) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).
- (aa) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.
- (ab) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita

payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).

- (ac) Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. Chapter 11 or dependency and indemnity compensation under 38 U.S.C. Chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.).

PART II: ASSETS

6-II.A. OVERVIEW

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets [Notice PIH 2023-27].

The regulation at 24 CFR 5.603(b)(3) provides a list of items that are excluded from the calculation of net family assets. Note, unlike previous versions of the regulations, the current regulations do not list types of assets that are included in annual income. Instead, HUD relies on the definition of items excluded from assets to provide the scope of what is included. Exhibit 6-2 provides the regulatory definition of *net family assets*.

Optional policies for family self-certification of assets are found in Chapter 7. Policies related to the asset limitation may be found in Chapter 3.

Income from assets is always anticipated, irrespective of the income examination type.

PHA Policy

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. The PHA will use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected, (2) it is not feasible to anticipate a level of income over 12 months, or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income, but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases, the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

6-II.B. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

[24 CFR 5.603(b)(2)]

PHAs must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or reexamination, as applicable, in excess of the consideration received for the asset.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value. [Notice PIH 2023-27].

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years.

Minimum Threshold

HUD does not specify a minimum threshold for counting assets disposed of for less than fair market value. A PHA may establish a policy to ignore small amounts such as charitable contributions [New PH OCC GB, *Income Determinations*, p. 24].

PHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

PHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

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Family Declaration

PHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

6-II.C. ASSET INCLUSIONS AND EXCLUSIONS

Necessary and Non-Necessary Personal Property [24 CFR 5.603(b)(3)(i)]

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

Personal property includes tangible items, like boats, as well as intangible items, like bank accounts.

The value of necessary items of personal property is excluded from the calculation of net family assets. Necessary items of personal property include a car used for commuting or medical devices.

HUD defines *necessary personal property* as items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. Necessary personal property includes more than merely items that are indispensable to the bare existence of the family. It may include personal effects (such as items that are ordinarily worn or utilized by the individual), items that are convenient or useful to a reasonable existence, and items that support and facilitate daily life within the family's home. Necessary personal property also includes items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability. Necessary personal property does not include bank accounts, other financial investments, or luxury items. Items of personal property that do not qualify as necessary personal property are classified as non-necessary personal property.

The combined value of all **non-necessary** items of personal property is only included in annual income when the combined total value exceeds the HUD-published threshold amount (adjusted annually and published in HUD's current year Inflation-Adjusted Values tables). When the combined value of all non-necessary personal property does not exceed the HUD-published threshold amount, all non-necessary personal property is excluded from net family assets.

- The threshold amount is \$50,000 for 2024, and \$51,600 for 2025.

While not an exhaustive list, the following table from Notice PIH 2023-27 provides examples of necessary and non-necessary personal property.

Necessary Personal Property	Non-Necessary Personal Property
Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter) -Furniture, carpets, linens, kitchenware Common appliances Common electronics (e.g., radio, television, DVD player, gaming system) Clothing Personal effects that are not luxury items (e.g., toys, books) Wedding and engagement rings -Jewelry used in religious/cultural celebrations and ceremonies Religious and cultural items Medical equipment and supplies -Health care-related supplies Musical instruments used by the family Personal computers, phones, tablets, and related equipment Professional tools of trade of the family, for example professional books Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)	Recreational car/vehicle not needed for day-to-day transportation for personal or business use (campers, motorhomes, traveling trailers, all-terrain vehicles (ATVs)) Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds) Recreational boat/watercraft Expensive jewelry without religious or cultural value, or which does not hold family significance Collectibles (e.g., coins/stamps) Equipment/machinery that is not used to generate income for a business Items such as gems/precious metals, antique cars, artwork, etc.

PHA Policy

In determining the value of non-necessary, non-financial personal property, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Checking and Savings Accounts [Notice PIH 2023-27]

HUD considers bank accounts as non-necessary items of personal property. Whether or not non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than the HUD-published threshold amount, which is adjusted annually and listed in HUD's current year Inflation Adjusted Values tables (\$50,000 for 2024, and \$51,600 for 2025), checking and/or savings accounts would be counted toward net family assets.
 - When the combined value of all non-necessary personal property does not exceed the HUD-published threshold amount, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's checking and/or savings accounts would not be considered when calculating net family assets.

However, actual income from checking and savings accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

ABLE Accounts [24 CFR 5.609(b)(10); Notice PIH 2019-09]

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. The PHA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds
[24 CFR 5.603(b)(1)]***

HUD considers financial investments such as stocks and bonds non-necessary items of personal property. Whether non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than the HUD-published threshold amount, which is adjusted annually and listed in HUD's Inflation Adjusted Values tables (\$50,000 for 2024, and \$51,600 for 2025), financial investments such as stocks and bonds are considered part of net family assets. In this case, the value of the family's financial investments such as stocks and bonds would be counted toward net family assets.
 - When the combined value of all non-necessary personal property does not the HUD-published threshold amount.
- All non-necessary personal property is excluded from net family assets. In this case, the value of the family's financial investments such as stocks and bonds would not be considered when calculating net family assets.

However, actual income from financial accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, but when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is \$0.

PHA Policy

The PHA will include interest or dividends earned by investment accounts as actual income from assets even when the earnings are reinvested.

The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24(viii); Notice PIH 2023-27]

The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.

Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.

However, these amounts may count toward net family assets. The PHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 9. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and the PHA chooses not to conduct the examination.

For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.

PHA Policy

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

Jointly Owned Assets [Notice PIH 2023-27]

For assets owned jointly by the family and one or more individuals outside of the assisted family, the PHA must include the total value of the asset in the calculation of net family assets, unless:

- The asset is otherwise excluded;
- The family can demonstrate that the asset is inaccessible to them; or
- The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

- The income is specifically excluded;
- The family demonstrates that they do not have access to the income from that asset; or
- The family only has access to a portion of the income from that asset.

PHA Policy

If the family demonstrates that they can only access a portion of the income from an asset, then only that portion's value is included in the calculation of income from assets.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

Trusts [24 CFR 5.609(b)(2) and 5.603(b)(4)]

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, *revocable* and *irrevocable*.

When the creator sets up an *irrevocable trust*, the creator has no access to the funds in the account. Typically, special needs trusts are considered irrevocable. Irrevocable trusts not under the control of any member of the family are excluded from net family assets. The value of the trust continues to be excluded from net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4)]. Further, where an irrevocable trust is excluded from net family assets, the PHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed.

- All distributions from the trust's principal are excluded from income.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

- A revocable trust that is under the control of the family is included in net family assets when the grantor is a member of the assisted family. If a revocable trust is included in the calculation of net family assets, then the actual income earned by the revocable trust is also included in the family's income. For example, interest earned or rental income if the property is held in the trust. The PHA must calculate imputed income on the revocable trust if net family assets are more than the HUD-published threshold amount, which is adjusted annually and listed in HUD's Inflation Adjusted Values tables (\$50,000 for 2024, and \$51,600 for 2025), and actual income from the trust cannot be calculated (e.g., if the trust is comprised of farmland that is not in use).
- A revocable trust that is not under the control of the family is excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the

beneficiary does not “own” the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account’s trustee.

For both irrevocable and revocable trusts, if the value of the trust is not considered part of net family assets, then distributions from the trust are treated as follows:

- All distributions from the trust’s principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust’s principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

Life Insurance [FR Notice 2/14/23 and Notice PIH 2023-27]

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. While the cash value of an insurance policy is considered an asset, the face value of any policy is not. If such a policy earns dividends or interest that the family could elect to receive, the amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

Tax Refunds [24 CFR 5.603(b)(3)(xi) and Notice PIH 2023-27]

All amounts received by a family in the form of federal tax refunds or refundable tax credits are excluded from a family's net family assets for a period of 12 months after receipt by the family.

At the time of an annual or interim reexamination of income, if the federal tax refund was received during the 12 months preceding the effective date of the reexamination, then the amount of the refund that was received by the family is subtracted from the total value of net family assets. When the subtraction results in a negative number, then net family assets are considered \$0.

Asset Exclusions [24 CFR 5.603(b)]

The following are excluded from the calculations of net family assets:

- The value of any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals [24 CFR 5.603(b)(3)(iii)].
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located [24 CFR 5.603(b)(3)(iv)].
 - *Real property* as used in this part has the same meaning as that provided under the law of the state in which the property is located [24 CFR 5.100].
 - Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; and inherited property in dispute [Notice PIH 2023-27].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability [24 CFR 5.603(b)(3)(v)];
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 [24 CFR 5.603(b)(3)(vi)];
- The value of any qualified tuition program under Section 529 of such Code [24 CFR 5.603(b)(3)(vi)];
- The value of any “baby bond” account created, authorized, or funded by federal, state, or local government [24 CFR 5.603(b)(3)(vi)];
- Interests in Indian trust land [24 CFR 5.603(b)(3)(vii)];
- Equity in a manufactured home where the family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(viii)];
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(ix)];
- Family Self-Sufficiency accounts [24 CFR 5.603(b)(3)(x)];
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family [24 CFR 5.603(b)(3)(xi)].
- The full amount of assets held in an irrevocable trust [Notice PIH 2023-27]; and
- The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household [Notice PIH 2023-27].

6-II.D. DETERMINING INCOME FROM ASSETS

In some cases, amounts that are excluded from net family assets may be included as annual income when disbursements are made to a family from an asset. In other cases, amounts are excluded from annual income as a lump-sum addition to net family assets, but those funds are then considered a net family asset if held in an account or other investment that is considered part of net family assets [Notice PIH 2023-27].

Net Family Assets

Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

PHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions such as settlement costs and transfer taxes [New PH OCC GB, *Income Determinations*, p. 24].

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

The cash value of real property or other assets with negative equity would be considered \$0 for the purposes of calculating net family assets. Negative equity in real property or other investments does not prohibit the family from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets [Notice PIH 2023-27].

Actual Income from Assets

Income from assets must be included on the Form HUD-50058 regardless of the amount of income. Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR 5.609(b).

Income or returns from assets are generally considered to be interest, dividend payments, and other actual income earned on the asset, and not the increase in market value of the asset. The increase in market value is relevant to the cash value of the asset for the purpose of determining total net family assets and imputing income.

The PHA may determine the net assets of a family based on a self-certification by the family that the net family assets do not exceed the HUD-published threshold amount, which is adjusted annually and listed in HUD's Inflation Adjusted Values tables, without taking additional steps to verify the accuracy of the declaration [24 CFR 5.618(b)]. Policies related to verification of assets are found in Chapter 7 of this policy.

- The threshold amount is \$50,000 for 2024, and \$51,600 for 2025.

The PHA may not calculate or include any imputed income from assets when net family assets are less than or equal to the HUD-published threshold amount [24 CFR 5.609(b)(1)]. The actual income from assets must be included on the Form HUD-50058.

Imputed Income from Assets

When net family assets exceed the HUD-published threshold amount, which is adjusted annually and listed in HUD's Inflation Adjusted Values tables, the PHA may not rely on self-certification. If actual returns can be calculated, the PHA must include actual income from the asset on the Form HUD-50058 (for example, a savings account or CD where the rate of return is known). If actual returns cannot be calculated, the PHA must calculate imputed returns using the HUD-determined passbook rate (for example, real property or a non-necessary item of personal property such as a recreational boat). Imputed income is calculated by multiplying the net cash value of the asset (found by deducting reasonable costs that would be incurred in disposing of the asset from the market value) by the HUD-published passbook rate. If the PHA can compute actual income from some but not all assets, the PHA must compute actual returns where possible and use the HUD-determined passbook rate for assets where actual income cannot be calculated [24 CFR 5.609(a)(2)].

An asset with an actual return of \$0 (such as a non-interest-bearing checking account), is not the same as an asset for which an actual return cannot be computed (such as non-necessary personal property). If the asset is a financial asset and there is no income generated (for example, a bank account with a zero percent interest rate or a stock that does not issue cash dividends), then the asset generates zero actual asset income, and imputed income is not calculated. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, and when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is consistently \$0.

PART III: ADJUSTED INCOME

6-III.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to deduct other permissive deductions in accordance with PHA policy. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611 *Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions*

- (1) \$480 for each dependent (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
 - (2) \$525 for any elderly family or disabled family (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
 - (3) 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; and
 - (4) Any reasonable child-care expenses necessary to enable a member of the family to be employed or to further his or her education.
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This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

Anticipating Expenses

PHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child-care during school and non-school periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

When calculating health and medical care expenses, the PHA will include those expenses anticipated to be incurred during the 12 months following the certification date which are not covered by an outside source, such as insurance. The allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Since these expenses are anticipated, the *PH Occupancy Guidebook* states "it is likely that actual expenses will not match what was anticipated. Typically, this would not be considered an underpayment as long as at the time of the annual reexamination, the expenses were calculated based on the appropriate verification" [New PH OCC GB, *Income Determinations*, p. 30]. For annual reexaminations, the PHA will use information for the previous 12-month period.

6-III.B. DEPENDENT DEDUCTION

An allowance of \$480 is deducted from annual income for each dependent (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead 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 CFR 5.603(b)].

6-III.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$525 is taken for any elderly or disabled family (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(2)].

An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6-III.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed ten percent of annual income.

This deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a health and medical care expense deduction, the unreimbursed health and medical care expenses of all family members are included. The PHA calculates health and medical care expenses based on the family's past expenses, but accounting for any anticipated changes in expenses during the certification period.

Definition of Medical Expenses

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.”

Health and medical care expenses may be deducted from annual income only if they are eligible under this definition and not otherwise reimbursed.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting PHAs to specifically align their policies to with IRS Publication 502 PHAs must review each expense to determine whether it is eligible in accordance with HUD's definition. While PHA policies may not specifically align with IRS Publication 502, HUD recommends PHAs use it as a standard for determining allowable expenses, and the PHA may list examples of allowable expenses in their policy provided they comply with HUD's definition at 24 CFR 5.603. The PHA may not define *health and medical care expenses* more narrowly than the regulation.

PHA Policy

The PHA will use the most current IRS Publication 502 as a standard for determining if expenses claimed by eligible families qualify as health and medical care expenses. However, under no circumstances will the PHA deduct any expenses listed in IRS Publication 502 that do not conform with HUD's definition of *health and medical care expenses*.

Summary of Typical Allowable Health and Medical Care Expenses	
Services of medical professionals Surgery and medical procedures that are necessary, legal, and non-cosmetic Services of medical facilities Hospitalization, long-term care, and in-home nursing services Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) Medical insurance premiums or the cost of a health maintenance organization (HMO) Medicare Part B and Part D premiums	Substance abuse treatment programs Psychiatric treatment Ambulance services and some costs of transportation related to medical expenses. The PHA will use the most current medical mileage rate listed in IRS Publication 502. The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) The costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care, incurred in maintaining the health and vitality of the service animal so that it may perform its duties.
Note: This chart provides a summary of eligible health and medical care expenses only. In all cases, the PHA will consider whether health and medical expenses care expenses claimed by the family are eligible under HUD's definition.	

Families That Qualify for Both Health and Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either a health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-III.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Unreimbursed reasonable expenses for attendant care and auxiliary apparatus for each member of the family who is a person with disabilities may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed ten percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

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 CFR 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 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

PHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA 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 family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes. [New PH OCC GB, *Income Determination*, p. 28].

Eligible Auxiliary Apparatus [Notice PIH 2023-27]

Auxiliary apparatus items may include expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type, or special equipment to assist a person who is deaf or hard of hearing.

Eligible Attendant Care [Notice PIH 2023-27]

Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family determines the type of attendant care that is appropriate for the person with disabilities.

PHA Policy

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.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

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.

PHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Health and Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-III.F. CHILD-CARE EXPENSE DEDUCTION

HUD defines *childcare expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age (age 12 and younger) (including foster children) during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child-care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Clarifying the Meaning of *Child* for This Deduction

Child-care 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, child-care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child-care expenses [HCV GB, p. 5-29].

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

PHA Policy

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 child-care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the PHA 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) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

PHA Policy

If the child-care 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 may be reduced or denied if the family member’s job search efforts are not commensurate with the child-care expense being allowed by the PHA.

Furthering Education

PHA Policy

If the child-care expense being claimed is to enable a family member to further their 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 child-care claimed.

Being Gainfully Employed

PHA Policy

If the child-care 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 child-care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child-Care Expense Deduction

When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child-care – although the care must still be necessary and reasonable. However, when child-care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 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.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

PHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child-Care Expenses

The type of care to be provided is determined by the assisted family. The PHA may not refuse to give a family the child-care expense deduction because there is an adult family member in the household that may be available to provide child-care [VG, p. 26].

Allowable Child-Care Activities

PHA Policy

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 child-care.

The costs of general housekeeping and personal services are not eligible. Likewise, child-care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child-care to relatives who do not live in the unit are eligible.

If a child-care provider also renders other services to a family or child-care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child-care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child-care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child-care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further their education, and (2) the family certifies, and the child-care provider verifies, that the expenses are not paid or reimbursed by any other source.

PHA Policy

Child-care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child-care 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 child-care costs, the PHA will use the schedule of child care costs from a qualified local entity that either subsidizes child-care costs or licenses child-care providers. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

6-III.G. HARDSHIP EXEMPTIONS [24 CFR 5.611(c), (d), and (e)]

Health and Medical Care and Disability Assistance Expenses [24 CFR 5.611(c); Notice PIH 2023-27]

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical care expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical care expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under one of two categories; phased-in relief or general relief, as defined below.

Phased-In Relief

The first category is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024. These families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after the date on which the PHA implements phased-in relief.

For these families, the threshold amount is phased-in as follows:

- The family is eligible for a deduction totaling the sum of expenses that exceeds 5 percent of annual income for the first 12 months.
- At the conclusion of 12 months, the family is eligible for a deduction totaling the sum of their expenses that exceed 7.5 percent of annual income for another 12 months.
- At the conclusion of 24 months, the standard threshold amount of 10 percent would be used, unless the family qualifies for relief under the general hardship relief category.
 - When an eligible family's phased-in relief begins at an interim reexamination, the PHA will need to process another transaction one year later to move the family along to the next phase. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

When an eligible family's phased-in relief begins at an interim reexamination, the PHA must process another transaction (either an interim reexamination or non-interim transaction, as applicable) one year later to move the family to the next phase.

Prior to the end of the 24-month period, the family may request a hardship exemption under the second category as described below. If the family is found eligible under the second category, the hardship exemption under the first category ends, and the family's hardship is administered in accordance with the requirements listed below. Once a family requests general relief, the family may no longer receive phased-in relief.

PHAs must track the 24-month phase-period for each eligible family, even if a family's expenses go below the appropriate phase-in percentage, during the first or second 12-month phase-in period. The phase-in must continue for families who move to another public housing unit at the same PHA. When the family is treated as a new admission under a different property/program (e.g., the family moves from public housing to the HCV program), unless the PHA has a written policy to continue the phased-in relief upon admission, the family's expense deduction will be calculated using the 10-percent threshold unless request for general relief is approved by the PHA.

PHA Policy

The PHA will not continue the phased-in relief for families who move from the HCV program to public housing. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

General Relief

The second category is for families that can demonstrate:

- Their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or
- The family's financial hardship is a result of a change in circumstances (as defined in PHA policy) that would not otherwise trigger an interim reexamination.

The family may request a hardship exemption under the second category regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under the phased-in relief category above. HUD requires that PHAs develop policies defining what constitutes a hardship for purposes of this exemption.

The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

PHA Policy

To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family's health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) or that the family's financial hardship is a result of a change in circumstances. The PHA defines a *change in circumstances* as a decrease in income or increase in other expenses that has resulted in the family's financial hardship but does not, on its own, trigger an interim reexamination in accordance with PHA policies.

Examples of circumstances constituting a financial hardship may include the following situations:

- The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;

- The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or

- Other circumstances as determined by the PHA.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions. The notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)].

PHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

- If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request a hearing.

- If the family qualifies for an exemption, the PHA will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the family will receive a deduction for the sum of eligible expenses that exceed five percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. However, the PHA may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues. PHAs are not limited to a maximum number of 90-day extensions.

PHAs must establish written policies regarding the types of circumstances that will allow a family to qualify for a financial hardship and when such deductions may be eligible for additional 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption based on circumstances described above. The PHA will require updated verification based on the family's current circumstances. Additional extension(s) may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

Child-Care Expense Hardship Exemption [24 CFR 5.611(d) and Notice PIH 2023-27]

A family whose eligibility for the child-care expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to the PHA's satisfaction that the family is unable to pay their rent because of the loss of the child-care expense deduction, and that the childcare expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, the PHA must recalculate the family's adjusted income and continue the childcare deduction.

The PHA must develop a policy to define what constitutes a hardship, which includes the family's inability to pay rent. The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

PHA Policy

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. The PHA defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child-care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child-care expenses or health and medical expenses) are more than 40 percent of the family's adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child-care expense is still necessary even though the family member is no longer employed or furthering their education. The PHA will consider qualification under this criterion on a case-by case basis (for example, if the family member who was employed has left their job in order to provide uncompensated care to an elderly friend or family member who is severely ill and lives across town).

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions.

If the PHA denies the request, the notice must specifically state the reason for the denial. PHAs must provide families 30 days' notice of any increase in rent.

If the PHA approves the request, the notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)]. The notice must also state the requirement for the family to report to the PHA if the circumstances that made the family eligible for relief are no longer applicable and that the family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption [Notice PIH 2023-27].

PHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request a grievance hearing.

If the family qualifies for an exemption, the PHA will include all required information listed above as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

The PHA may, at its discretion, extend the hardship exemptions for additional 90-day periods based on family circumstances and as stated in PHA policies. PHAs are not limited to a maximum number of 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHAs must promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption. If the PHA denies the request, the notice must specifically state the reason for the denial.

PHAs must notify the family if the hardship exemption is no longer necessary, and the hardship exemption will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice must state the termination date and provide 30 days' notice of rent increase, if applicable.

PHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption. The PHA will require updated verification based on the family's current circumstances. Additional extensions may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

6-III.H. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)(i)]

The PHA may adopt additional permissive deductions from annual income if they establish a policy in the ACOP. Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128]. Permissive deductions may be used to incentivize or encourage self-sufficiency and economic mobility.

If the PHA chooses to adopt permissive deductions, the PHA is not eligible for an increase in Capital Fund and Operating Fund formula grants based on the application of those deductions. The PHA must establish a written policy for such deductions.

The *Form HUD-50058 Instruction Booklet* states that the maximum allowable amount for total permissive deductions is less than \$90,000 per year.

PHA Policy

The PHA has opted not to use permissive deductions.

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PART IV: CALCULATING RENT

6-IV.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by the PHA.

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-IV.B.

Welfare Rent [24 CFR 5.628]

PHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is \$0.

Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]

PHAs have been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions. At the discretion of the PHA, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

The PHA's minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to PHA designed income-based rents in the same manner as they are applied to the regulatory income-based rents.

The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

PHA Policy

The PHA chooses not to adopt optional changes to income-based rents.

Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]

Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families 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.

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) [PH Occ GB, p. 135].

PHA Policy

The PHA chooses not to use ceiling rents.

Utility Reimbursement [24 CFR 982.514(b); 982.514]

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the family.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter, either prospectively or retroactively, and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship. The PHA must issue reimbursements that exceed \$15.00 per month on a monthly basis.

PHA Policy

The PHA will issue all utility reimbursements monthly.

6-IV.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

PHA Policy

The financial hardship rules described below do not apply in this jurisdiction because the PHA has established a minimum rent of \$0.

Overview

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial 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. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

PHA Policy

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 because it is unable to pay the minimum rent.

PHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

PHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

(5) The family has experienced other circumstances determined by the PHA.

PHA Policy

The PHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

PHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption	
Assume the PHA has established a minimum rent of \$50.	
Family Share – No Hardship	Family Share – With Hardship
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$50 Minimum rent	\$50 Minimum rent
Minimum rent applies. TTP = \$50	Hardship exemption granted. TTP = \$15

PHA Policy

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.

The PHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

The PHA will enter into a repayment agreement in accordance with the PHA's repayment agreement policy (see Chapter 16).

Long-Term Hardship

If the PHA determines that the financial hardship is long-term, the PHA must 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.

PHA Policy

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 will 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, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6-IV.C. UTILITY ALLOWANCES [24 CFR 965, Subpart E]

Overview

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, the PHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

Residents in units where RRHA pays the utilities will **not** be charged for excess utilities and a consumption allowance will not be established. Families must take reasonable steps to conserve water, gas, and electricity and avoid unreasonable uses.

For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation and Individual Relief

On request from a family, PHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172].

Likewise, 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 the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with an explanation about the additional allowance required.

PHAs should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as "Medical Baseline discounts") offered by the local utility company [Utility Allowance GB, p. 19; 24 CFR 965.508].

PHA Policy

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

The PHA will consider the following criteria as valid reasons for granting individual relief:

The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.

The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted.

The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of the reasonable accommodation or individual relief, the PHA will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or PHA may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all residents at move-in and with any notice of proposed allowances, schedule surcharges, and revisions. The PHA will also provide information on utility relief programs or medical discounts (sometimes referred to as "Medical Baseline discounts") that may be available through local utility providers.

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

At its discretion, the PHA may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or PHA-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.

Utility Allowance Revisions [24 CFR 965.507]

The PHA must review at least annually the basis on which utility allowances have been established and, if reasonably required in order to continue adherence to standards described in 24 CFR 965.505, must establish revised allowances.

The PHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes are not subject to the 60-day notice [24 CFR 965.507(b)].

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)].

PHA Policy

Residents in units where RRHA pays the utilities will **not** be charged for excess utilities and a consumption allowance will not be established. Families must take reasonable steps to conserve water, gas, and electricity and avoid unreasonable uses.

6-IV.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Except for non-public housing over income families, the PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must:

- (1) Subtract the TTP from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
- (2) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
- (3) Multiply the member maximum subsidy by the number of eligible family members.
- (4) Subtract the subsidy calculated in the last step from the flat rent. This is the prorated TTP.
- (5) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

PHA Policy

Revised public housing flat rents will be applied to a mixed family's rent calculation at the first annual reexamination after the revision is adopted.

- (6) When the mixed family's TTP is greater than the applicable flat rent, use the TTP as the prorated TTP. The prorated TTP minus the utility allowance is the prorated rent for the mixed family.

6-IV.E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]

Flat Rents [24 CFR 960.253(b)]

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

Family Choice in Rents [24 CFR 960.253(a) and (e)]

With the exception of non-public housing over income families, once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.

PHA Policy

The annual PHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

The PHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

The PHA must provide sufficient information for families to make an informed choice. This information must include the PHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year the PHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]

With the exception of non-public housing over-income families, a family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.

PHA Policy

Upon determination by the PHA that a financial hardship exists, the PHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

- 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 earnings or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child-care, transportation, education, or similar items
- Such other situations determined by the PHA to be appropriate

PHA Policy

The PHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

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EXHIBIT 6-1: ANNUAL INCOME FULL DEFINITION

24 CFR 5.609

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds the HUD-published threshold amount (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

(b) Annual income does not include the following:

(1) Any imputed return on an asset when net family assets are less than or equal to the HUD-published threshold amount (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) 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.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

- 1) The Federal government;
- (2) A State, Tribe, or local government;
- (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
- (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- (5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

- (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;
- (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (

3) Gifts, including gifts from family or friends;
or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

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

(12)

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

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

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such

accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

EXHIBIT 6-2: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all nonnecessary items of personal property if the combined total value does not exceed the HUD-published threshold amount \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement

plans, and retirement plans for self-employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

EXHIBIT 6-3: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the

basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) PHA relation with welfare agency.

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

Chapter 7.A.

VERIFICATION

[24 CFR 960.259, 24 CFR 5.230, Notice PIH 2018-18]

INTRODUCTION

Prior to the PHA's HOTMA compliance date, the PHA will follow policies as outlined in this chapter. Upon the PHA's HOTMA compliance date, the PHA will follow policies as outlined in Chapter 7.B.

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in Notice PIH 2018-18 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers 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 established by the PHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 960.259, 24 CFR 5.230; and Notice PIH 2023-27]

Consent Forms

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 960.259(a)(1)]. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While PHAs must use form HUD-9886-A, this form does not release all the information necessary to the administration of the program. The PHA must also develop its own release forms to cover all other necessary information.

Form HUD-9886-A [24 CFR 5.230(b)(1), (b)(2), (c)(4), and (c)(5); Notice PIH 2023-27]

All adult applicants and tenants must sign form HUD-9886-A, Authorization for Release of Information. All adult family members (and the head and spouse/cohead regardless of age) are required to sign the Form HUD-9886-A at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886-A be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886-A at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886-A will not be submitted to the PHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

PHA Policy

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886-A within 10 business days of turning 18 years of age.

The purpose of form HUD-9886-A 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. HUD and the PHA 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).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with the PHA's grievance procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

Use of Other Programs' Income Determinations [24 CFR 5.609(c)(3) and Notice PIH 2023-27]

PHAs may, but are not required to, determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from means-tested federal public assistance programs. PHAs are not required to accept or use determinations of income from other federal means-tested forms of assistance. If the PHA adopts a policy to accept this type of verification, the PHA must establish in policy when they will accept Safe Harbor income determinations and from which programs. PHAs must also create policies that outline the course of action when families present multiple verifications from the same or different acceptable Safe Harbor programs. Means-tested federal public assistance programs include:

- Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
- Medicaid (42 U.S.C. 1396 et seq.);
- Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
- Earned Income Tax Credit (EITC) (26 U.S.C. 32);
- Low-Income Housing Tax Credit (LIHTC) program (26 U.S.C. 42);
- Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
- Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
- Other programs administered by the HUD Secretary;
- Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
- Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

If the PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the entire family, and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR 5.618. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA:

- Income determination effective date;
- Program administrator's signature date;
- Family's signature date;
- Report effective date; or
- Other report-specific dates that verify the income determination date.

The only information that PHAs are permitted to use to determine income under this method is the total income determination made by the federal means-tested program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

If the PHA is unable to obtain Safe Harbor documentation or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using traditional methods as outlined in Notice PIH 2023-27 and this chapter.

If the PHA uses a Safe Harbor determination to determine the family's income, the family is obligated to report changes in income that meet the PHA's reporting requirement and occur after the effective date of the transaction.

The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.

RRHA Policy

When available and applicable, RRHA will accept other programs' Safe Harbor determinations of income at annual reexamination to determine the family's total annual income. The PHA will still require third-party verification of all deductions such as the health and medical care expense or childcare expense deductions. Further, if the family is eligible for and claims the disability assistance expense or childcare expense deductions, where applicable, the PHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

Prior to using any Safe Harbor determination from another program, RRHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, RRHA will obtain third-party verification of all sources of income and assets (as applicable).

RRHA will not accept other programs' determinations of income for any new admission or interim reexamination.

With the exception of income determinations made under the Low-Income Housing Tax Credit (LIHTC) program, RRHA will accept Safe Harbor determinations from any of the programs listed above.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;

- State the family size;

- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and

- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If the PHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the PHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, RRHA will use the most recent income determination, unless the family presents acceptable evidence that RRHA should consider an alternative verification from a different Safe Harbor source.

When RRHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to the PHA. Depending on when the change occurred, the change may or may not impact the PHA's calculation of the family's total annual income. Changes that occur between the time the PHA receives the Safe Harbor documentation and the effective date of the family's annual reexamination will not be considered. If the family has a change in income that occurs after the annual reexamination effective date, the PHA will conduct an interim reexamination if the change meets the requirements for performing an interim reexamination as outlined in Chapter 9. In this case, RRHA will use third-party verification to verify the change.

HUD's Verification Hierarchy [Notice PIH 2018-18]

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general, HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

In order of priority, the forms of verification that the PHA will use are:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification (may be provided by applicant or resident)
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

Each of the verification methods is discussed in subsequent sections below.

Requirements for Acceptable Documents

PHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 120 days of receipt by the PHA. Statements dated within the appropriate benefit year are acceptable for fixed sources of income. The documents must not be damaged, altered or in any way illegible.

Print-outs from web pages are considered original documents.

The PHA staff member who views the original document must make a photocopy

Any family self-certifications must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

File Documentation

The PHA 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 (physical and/or electronic) in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

PHA Policy

The PHA will document, in the family file, the following:

- Reported family annual income

- Value of assets

- Expenses related to deductions from annual income

- Other factors influencing the adjusted income or income-based rent determination

When the PHA is unable to obtain third-party verification, the PHA will document in the family file the reason that third-party verification was not available [24 CFR 960.259(c)(1); Notice PIH 2018-18].

7-I.C. STREAMLINED INCOME DETERMINATIONS [24 CFR 960.257(c) and Notice PIH 2023-27]

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years, the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or other inflationary adjustment factor. Streamlining policies are optional. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources.

When 90 percent or more of a family's unadjusted income is from fixed sources, the PHA may apply the inflationary adjustment factor to the family's fixed-income sources, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed and that their sources of fixed income have not changed from the previous year. Sources of non-fixed income are not required to be adjusted and must not be adjusted by a COLA, but PHAs may choose to adjust sources of non-fixed income based on third-party verification. PHAs have the discretion to either adjust the non-fixed income or carry over the calculation of non-fixed income from the first year to years two and three.

When less than 90 percent of a family's unadjusted income consists of fixed income, PHAs may apply a COLA to each of the family's sources of fixed income. PHAs must determine all other income using standard verification requirements as outlined in Notice PIH 2023-27.

PHA Policy

When the PHA does not use a Safe Harbor income determination from a federal assistance program to determine the family's annual income as outlined above, then PHA will use a streamlined income determinations where applicable.

RRHA may elect to use the Safe Harbor income determinations if/when the verification hierarchy has been exhausted.

Regardless of the percent of a family's unadjusted income from fixed income sources:

- The PHA will streamline the annual reexamination process by applying the verified COLA/inflationary adjustment factor to fixed-income sources.

- The family will be required to sign a self-certification stating that their sources of fixed income have not changed from the previous year.

- The PHA will document in the file how the determination that a source of income was fixed was made.

- If the family's sources of fixed income have changed from the previous year, the PHA will obtain third-party verification of any new sources of fixed income.

- All other income will be verified using third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy.

In the following circumstances, regardless of the percentage of income received from fixed sources, the PHA will obtain third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy:

- Of all assets when net family assets exceed the HUD-published threshold (\$50,000 for 2024, and \$51,600 for 2025);

- Of all deductions and allowances from annual income;

- If a family member with a fixed source of income is added;

- If verification of the COLA or rate of interest is not available;

- During the intake process and at least once every three years thereafter.

7-I.D. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted the opportunity to contest any adverse findings through the PHA's informal review/hearing processes. (For more on UIV and income projection, see section 6-I.C.)

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. However, the PHA is not required to verify income information in EIV at annual reexam when Safe Harbor verification is used to determine a family's income [Notice PIH 2023-27]. HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD's EIV system.

EIV Income and IVT Reports

The data shown on income and income validation tool (IVT) reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

PHA Policy

The PHA will obtain income and IVT reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income and IVT reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 6.I.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income and IVT reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

Income and IVT reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify earned income, and to verify and calculate unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income and IVT reports will be retained in resident files with the applicable annual or interim reexamination documents for the duration of the tenancy.

When the PHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

However, the PHA will not use income information in EIV at annual reexamination when Safe Harbor verification is used to determine a family's income.

EIV Identity Verification

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's *Identity Verification Report* on a monthly basis to improve the availability of income information in EIV [Notice PIH 2018-18].

When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

PHA Policy

The PHA will identify residents whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis. The PHA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the tenant. When the PHA determines that discrepancies exist as a result of PHA errors, such as spelling errors or incorrect birth dates, it will correct the errors promptly.

Upfront Income Verification Using Non-HUD Systems (Optional)

In addition to mandatory use of the EIV system, HUD encourages PHAs to utilize other upfront verification sources.

PHA Policy

The PHA will inform all applicants and residents of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system

YARDI VERIFICATION SYSTEM

WORK NUMBER

7-I.E. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

HUD's current verification hierarchy defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the PHA by the family. If written third-party verification is not available, the PHA must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

Written Third-Party Verification [Notice PIH 2018-18]

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs for determining annual income from wages.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Written, third-party verification includes an original or authentic document generated by a third-party source dated within 120 days of the date received by the PHA [Notice PIH 2023-27].

PHAs may accept a statement dated within the appropriate benefit year for fixed income sources [Notice PIH 2023-27].

PHA Policy

Third-party documents provided by the family must be dated within 120 days of the PHA request date. The PHA will accept a statement dated within the appropriate benefit year for fixed income sources.

If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation.

As verification of earned income, the PHA will require the family to provide the two most current, consecutive pay stubs. At the PHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g., sporadic income, fluctuating schedule, etc.), the PHA may request additional paystubs or a payroll record.

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, the PHA must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

PHAs may mail or email third-party written verification form requests to third-party sources.

PHA Policy

The PHA will send third-party verification forms directly to the third party.

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the PHA.

Oral Third-Party Verification [Notice PIH 2018-18]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs should document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

PHA Policy

In collecting third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the PHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

When Third-Party Verification is Not Required [Notice PIH 2018-18]

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

PHA Policy

If the family cannot provide original documents, the PHA 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 [VG, p. 18].

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.

Imputed Assets

The PHA may accept a self-certification from the family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

PHA Policy

The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

Value of Assets and Asset Income [24 CFR 960.259]

For families with net assets totaling \$50,000.00 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process, whenever a family member is added, and at least every three years thereafter.

PHA Policy

For families with net assets totaling \$50,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.

The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.

7-I.F. SELF-CERTIFICATION

When HUD requires third-party verification, self-certification, or “tenant declaration,” is used as a last resort when the PHA is unable to obtain third-party verification.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$50,000 or less and the PHA has adopted a policy to accept self-certification at annual recertification, when applicable
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 9)

When the PHA was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family’s file must be documented to explain why third-party verification was not available.

PHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA 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 the PHA and must be signed by the family member whose information or status is being verified.

DRAFT

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

PHA Policy

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) Current U.S. passport Current government employer identification card with picture	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA'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 the PHA and be signed by the family member whose information or status is being verified.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the PHA has reason to doubt the identity of a person representing themselves to be a tenant or a member of a tenant family.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and Notice PIH 2018-24]

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

The PHA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

While PHAs must attempt to gather third-party verification of SSNs prior to admission as listed above, PHAs also have the option of accepting a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. If verifying an individual's SSN using this method, the PHA must document why the other SSN documentation was not available [Notice PIH 2023-27].

PHA Policy

The PHA will verify an individual's SSN in the situations described above using the method described above as a last resort when no other forms of verification of the individual's SSN are available.

The PHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

PHA Policy

The PHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When a resident requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a resident requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

PHA Policy

The PHA will verify each disclosed SSN by:

- Obtaining documentation from applicants and residents that is acceptable as evidence of social security numbers

- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

PHA Policy

Once an individual's status is classified as "verified" in HUD's EIV system, the PHA will not remove and destroy copies of documentation accepted as evidence of social security numbers.

7-II.C. 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.

PHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide self-certification.

Age must be verified only once during continuously assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and tenants 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.

PHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage with a marriage certificate or other documentation to verify that the couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a divorce or separation, the PHA will require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

PHA Policy

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), if the PHA so requests.

Foster Children and Foster Adults

PHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

PHA Policy

The PHA 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:

The family claims full-time student status for an adult other than the head, spouse, or cohead, or

The family claims a childcare deduction to enable a family member to further their education.

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a resident's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' Web site at www.os.dhhs.gov.

The PHA may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- 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
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

PHA Policy

For family members claiming disability who receive disability payments from the SSA, the PHA will attempt to obtain information about disability benefits through HUD's Enterprise Income Verification (EIV) system. If documentation is not available through HUD's EIV system, the PHA will request a current (dated within the appropriate benefit year) SSA benefit verification letter from each family member claiming disability status. If a family member is unable to provide the document, the PHA will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from www.ssa.gov. Once the family receives the benefit verification letter, they will be required to provide the letter to the PHA.

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 CFR 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

PHA Policy

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and PHA verification requirements related to citizenship status.

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 [24 CFR 5.508(g)(5)]

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.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of 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, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined their placement on the waiting list.

PHA Policy

The PHA offers a preference for working families, described in Section 4-III.B.

The PHA may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The PHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking as described in Section 4-III.B. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-VII.D.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

Tips

PHA Policy

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.

Wages

PHA Policy

For wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

PHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/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 PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 9.

Social Security/SSI Benefits

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the appropriate benefit year) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

- If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as \$450.80 and EIV displays the amount as \$450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the appropriate benefit year) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.

Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

7-III.D. ALIMONY OR CHILD SUPPORT

PHA Policy

The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be obtained in the following order of priority:

Copies of the receipts and/or payment stubs for the 60 days prior to PHA request

Third-party verification form from the state or local child support enforcement agency

Third-party verification form from the person paying the support

Family's self-certification of amount received

If the family declares that it *receives irregular 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

Note: Families are not required to undertake independent enforcement action.

7-III.E. ASSETS AND INCOME FROM ASSETS

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. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

PHA Policy

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly resident reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

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 PHA will verify the value of this asset.

7-III.F. NET INCOME FROM RENTAL PROPERTY

PHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing 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 PHA 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.

7-III.G. RETIREMENT ACCOUNTS

PHA Policy

The PHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

The type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, the PHA 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 in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the PHA 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.

After retirement, the PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6, Part I.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is **not** required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04].

PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, PHAs have the option of requiring additional verification.

For partially excluded income, the PHA **is** required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student).

PHA Policy

The PHA will accept the family's self-certification as verification of fully excluded income. The PHA may request additional documentation if necessary to document the income source.

The PHA will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

7-III.I. ZERO INCOME FAMILIES [Notice PIH 2023-27]

PHAs have discretion to establish reasonable procedures to manage the risk of unreported income, such as asking families to complete a zero-income worksheet at admission or periodically after admission to determine if they have any sources of unreported income or searching any UIV sources for unreported income.

In calculating annual income, PHAs must not assign monetary value to nonmonetary in-kind donations from a food bank or similar organization received by the family [24 CFR 5.609(b)(24)(vi)].

PHAs may accept a self-certification of zero income from the family without taking any additional steps to verify zero reported income. HUD does not require such self-certifications be notarized.

PHAs that perform zero income reviews must update local discretionary policies, procedures, and forms. Families who begin receiving income which does not trigger an interim reexamination should no longer be considered zero income even though the family's income is not reflected on the Form HUD-50058.

PHA Policy

The PHA will check UIV sources and/or may request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, child support, etc., are not being received by families claiming to have zero annual income.

The PHA will also require that each family member who claims zero income status complete a zero-income form. If any sources of income are identified on the form, the PHA will verify the income in accordance with the policies in this chapter prior to including the income in the family's annual income. The PHA will conduct interims in accordance with PHA policy in Chapter 11.

PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 (6-II.B.) for a full discussion of this deduction. The PHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child
- Any person age 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

Elderly/Disabled Family Deduction

See the Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. The PHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7-IV.B. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION

Policies related to health and medical care expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

PHA Policy

Health and medical care expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

The PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA 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.

Written third-party verification forms, if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The health and medical care expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62 or a person with disabilities. The PHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described in Chapter 7 (7-IV.A) of this plan.

Qualified Expenses

To be eligible for the health and medical care expense deduction, the costs must qualify as health and medical care expenses. See Chapter 6 (6-II.D.) for the PHA's policy on what counts as a health and medical care expense.

Unreimbursed Expenses

To be eligible for the health and medical care expense deduction, the costs must not be reimbursed by another source.

PHA Policy

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. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

PHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

- The anticipated repayment schedule

- The amounts paid in the past, and

- Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

PHA Policy

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

PHA Policy

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

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. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

PHA Policy

The PHA will request 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 (See 6-II.E.). This documentation may be provided by the family.

If third-party 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.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

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.

7-IV.D. CHILDCARE EXPENSES

Policies related to childcare expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of childcare.
- The costs are reasonable.

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 PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

PHA Policy

The family and the care provider will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

PHA Policy

Information to be Gathered

The PHA 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) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The PHA will request third-party documentation to verify that the person permitted to further their education by the childcare is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

Gainful Employment

The PHA will seek third-party verification 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. The documentation may be provided by the family.

Allowable Type of Childcare

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

PHA Policy

The PHA will verify that the type of childcare selected by the family is allowable, as described in Chapter 6 (6-II.F).

The PHA 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).

The PHA will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

PHA Policy

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Exhibit 7-1: Summary of Documentation Requirements for Noncitizens [HCV GB, pp. 5-9 and 5-10]	
• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA. • Except for persons 62 or older, all noncitizens must sign a verification consent form • Additional documents are required based upon the person's status.	
Elderly Noncitizens • A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.	
All other Noncitizens • Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.	
• Form I-551 Alien Registration Receipt Card (for permanent resident aliens) • Form I-94 Arrival-Departure Record annotated with one of the following: • “Admitted as a Refugee Pursuant to Section 207” • “Section 208” or “Asylum” • “Section 243(h)” or “Deportation stayed by Attorney General” • “Paroled Pursuant to Section 221 (d)(5) of the USCIS”	• Form I-94 Arrival-Departure Record with no annotation accompanied by: • A final court decision granting asylum (but only if no appeal is taken); • A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90); • A court decision granting withholding of deportation; or • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.	• Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.
• A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or • Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i>	

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Chapter 7.B.

VERIFICATION UNDER HOTMA 102/104

[24 CFR 960.259, 24 CFR 5.230, Notice PIH 2023-27]

INTRODUCTION

This chapter is applicable upon the PHA's HOTMA 102/104 compliance date. Prior to this date, the PHA will follow policies as outlined in Chapter 7.A. of the policy.

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA must follow the verification guidance provided by HUD in Notice PIH 2023-27 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers 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 established by the PHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 960.259; 24 CFR 5.230; and Notice PIH 2023-27]

Consent Forms

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 960.259(a)(1)]. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While PHAs must use form HUD-9886-A, this form does not release all the information necessary to the administration of the program. The PHA must also develop its own release forms to cover all other necessary information.

Form HUD-9886-A [24 CFR 5.230(b)(1), (b)(2), (c)(4), and (c)(5); Notice PIH 2023-27]

All adult applicants and tenants must sign form HUD-9886-A, Authorization for Release of Information. All adult family members (and the head and spouse/cohead regardless of age) are required to sign the Form HUD-9886-A at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886-A be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886-A at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886-A will not be submitted to the PHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

PHA Policy

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886-A within 10 business days of turning 18 years of age.

The purpose of form HUD-9886-A 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. HUD and the PHA 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).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act ([12 U.S.C. 3401](#)), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA must deny admission to applicants and terminate the lease of tenants [24 CFR 5.232(a)]. The family may request a hearing in accordance with the PHA's grievance procedures.

However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

RRHA Policy

The RRHA has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with PHA policy.

In order for a family to revoke their consent, the family must provide written notice to the RRHA.

Within 10 business days of the date the family provides written notice, the RRHA will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, the RRHA will notify the local HUD office.

7-I.B. USE OF OTHER PROGRAMS' INCOME DETERMINATIONS [24 CFR 5.609(c)(3) and Notice PIH 2023-27]

PHAs may, but are not required to, determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from means-tested federal public assistance programs. PHAs are not required to accept or use determinations of income from other federal means-tested forms of assistance. If the PHA adopts a policy to accept this type of verification, the PHA must establish in policy when they will accept Safe Harbor income determinations and from which programs. PHAs must also create policies that outline the course of action when families present multiple verifications from the same or different acceptable Safe Harbor programs. Means-tested federal public assistance programs include:

- Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
- Medicaid (42 U.S.C. 1396 et seq.);
- Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
- Earned Income Tax Credit (EITC) (26 U.S.C. 32);
- Low-Income Housing Tax Credit (LIHTC) program (26 U.S.C. 42);
- Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
- Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
- Other programs administered by the HUD Secretary;
- Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
- Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

If the PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the entire family, and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR 5.618. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA:

- Income determination effective date;
- Program administrator's signature date;
- Family's signature date;
- Report effective date; or
- Other report-specific dates that verify the income determination date.

The only information that PHAs are permitted to use to determine income under this method is the total income determination made by the federal means-tested program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

If the PHA is unable to obtain Safe Harbor documentation or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using traditional methods as outlined in Notice PIH 2023-27 and this chapter.

If the PHA uses a Safe Harbor determination to determine the family's income, the family is obligated to report changes in income that meet the PHA's reporting requirement and occur after the effective date of the transaction.

The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.

PHA Policy

When available and applicable, the PHA will accept other programs' Safe Harbor determinations of income at annual reexamination to determine the family's total annual income. The PHA will still require third-party verification of all deductions such as the health and medical care expense or childcare expense deductions. Further, if the family is eligible for and claims the disability assistance expense or childcare expense deductions, where applicable, the PHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

Prior to using any Safe Harbor determination from another program, the PHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, the PHA will obtain third-party verification of all sources of income and assets (as applicable).

The PHA will not accept other programs' determinations of income for any new admission or interim reexamination.

With the exception of income determinations made under the Low-Income Housing Tax Credit (LIHTC) program, the PHA will accept Safe Harbor determinations from any of the programs listed above.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;

- State the family size;

- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and

- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If the PHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the PHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, the PHA will use the most recent income determination, unless the family presents acceptable evidence that the PHA should consider an alternative verification from a different Safe Harbor source.

When the PHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to the PHA. Depending on when the change occurred, the change may or may not impact the PHA's calculation of the family's total annual income. Changes that occur between the time the PHA receives the Safe Harbor documentation and the effective date of the family's annual reexamination will not be considered. If the family has a change in income that occurs after the annual reexamination effective date, the PHA will conduct an interim reexamination if the change meets the requirements for performing an interim reexamination as outlined in Chapter 9. In this case, the PHA will use third-party verification to verify the change.

7-I.C. STREAMLINED INCOME DETERMINATIONS [24 CFR 960.257(c); Notice PIH 2023-27]

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years, the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or other inflationary adjustment factor. Streamlining policies are optional. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources.

When 90 percent or more of a family's unadjusted income is from fixed sources, the PHA may apply the inflationary adjustment factor to the family's fixed-income sources, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed and that their sources of fixed income have not changed from the previous year. Sources of non-fixed income are not required to be adjusted and must not be adjusted by a COLA, but PHAs may choose to adjust sources of non-fixed income based on third-party verification. PHAs have the discretion to either adjust the non-fixed income or carry over the calculation of non-fixed income from the first year to years two and three.

When less than 90 percent of a family's unadjusted income consists of fixed income, PHAs may apply a COLA to each of the family's sources of fixed income. PHAs must determine all other income using standard verification requirements as outlined in Notice PIH 2023-27.

PHA Policy

When the PHA does not use a Safe Harbor income determination from a federal assistance program to determine the family's annual income as outlined above, then PHA will use a streamlined income determinations where applicable.

Regardless of the percent of a family's unadjusted income from fixed income sources:

The PHA will streamline the annual reexamination process by applying the verified COLA/inflationary adjustment factor to fixed-income sources.

The family will be required to sign a self-certification stating that their sources of fixed income have not changed from the previous year.

The PHA will document in the file how the determination that a source of income was fixed was made.

If the family's sources of fixed income have changed from the previous year, the PHA will obtain third-party verification of any new sources of fixed income.

All other income will be verified using third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy.

In the following circumstances, regardless of the percentage of income received from fixed sources, the PHA will obtain third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy:

Of all assets when net family assets exceed the HUD-published threshold (\$50,000 for 2024, and \$51,600 for 2025);

Of all deductions and allowances from annual income;

If a family member with a fixed source of income is added;
If verification of the COLA or rate of interest is not available;
During the intake process and at least once every three years thereafter.

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7-I.D. VERIFICATION HIERARCHY [Notice PIH 2023-27]

When the PHA does not use a streamlined determination of income or an income determination from a means-tested federal assistance program, HUD requires the PHA to obtain third-party verification of:

- Reported family annual income;
- The value of net family assets when the net value exceeds the HUD-published threshold, as listed in HUD's Inflation-Adjusted Values tables (\$50,000 for 2024, and \$51,600 for 2025);
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general, HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

HUD developed a hierarchy that described verification documentation from most acceptable to least acceptable. The PHA must demonstrate efforts to obtain third-party verification prior to accepting self-certification except instances when self-certification is explicitly allowed.

In order of priority, the hierarchy is:

- Highest: Level 6: Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Highest: Level 5: Up-front Income Verification (UIV) using a non-EIV system
- High: Level 4:
 - Written third-party verification from the source, also known as "tenant-provided verification"
 - Or EIV plus self-certification
- Medium: Level 3: Written third-party verification form
- Medium: Level 2: Oral third-party verification
- Low: Level 1: Self-certification (not third-party verification)

Each of the verification methods is discussed in subsequent sections below.

File Documentation

The PHA 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 (physical and/or electronic) in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

7-I.E. LEVEL 5 AND 6 VERIFICATIONS: UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits for a number of individuals. PHAs may use UIV sources before or during a family reexamination.

UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted the opportunity to contest any adverse findings through the PHA's informal review/hearing processes.

HUD's Enterprise Income Verification (EIV) System

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during annual and streamlined reexaminations of family composition and income in accordance with 24 CFR 5.236 and Notice PIH 2023-27.

HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families.

The income validation tool (IVT) in EIV provides projections of discrepant income for wages, unemployment compensation, and SSA benefits pursuant to HUD's data sharing agreements with other departments.

The following policies apply to the use of HUD's EIV system.

EIV Income Reports -

PHAs are required to obtain an EIV Income Report for each family any time the PHA conducts an annual reexamination. However, PHAs are not required to use the EIV Income reports:

- At annual reexamination if the PHA used Safe Harbor verification from another means-tested federal assistance program to determine the family's income; or
- During any interim reexaminations.

The EIV Income Report is also not available for program applicants at admission.

When required to use the EIV Income Report, in order for the report to be considered current, the PHA must pull the report within 120 days of the effective date of the annual reexamination.

The EIV Income Report may be used to verify and calculate income at annual reexamination if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information in EIV.

PHA Policy

Except for when Safe Harbor verification from another means-tested federal assistance program is used to determine the family's annual income, the PHA will obtain an EIV Income Report for all annual reexaminations for all families on a monthly basis. Reports will be generated as part of the regular reexamination process. The PHA will ensure that all EIV Income Reports are pulled within 120 days of the effective date of the annual reexamination.

Income reports will only be used for interim reexaminations as necessary. For example, EIV may be used to verify that families claiming zero income are not receiving income from any sources listed in EIV.

Income reports will be retained in resident files with the applicable annual documents or interim reexamination documents (if applicable) for the duration of tenancy.

When the PHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

New Hires Report [Notice PIH 2023-27]

The New Hires Report identifies participant families who have new employment within the last six months. The report is updated monthly.

PHAs must review this information at annual reexamination except when the PHA uses Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

PHAs that do not require families to undergo interim reexaminations for earned income increases after an interim decrease are not required to review this report between a family's annual reexamination. If the PHA requires an interim for increases in earned income after an interim decrease, then the PHA must review the report quarterly after the family's interim decrease.

PHA Policy

In accordance with PHA policies in Chapter 9, the PHA does not process interim reexaminations for families who have increases in earned income. Except for instances in which the PHA uses Safe Harbor income determinations to determine a family's annual income, the PHA will only review the New Hires Report at annual reexamination.

No Income Reported by HHS or SSA Report

This report is a tool for PHAs to identify participants who passed the SSA identity test, but no income information was reported by either HHS or SSA records. This scenario does not mean that the tenant does not have any income. PHAs obtain written, third-party verification of any income reported by the tenant. The PHA must identify in its policies and procedures when this report will be pulled [Notice PIH 2023-27].

PHA Policy

The PHA will generate the No Income Reported by HHS or SSA Report quarterly and will retain the report.

The PHA will re-verify the status of tenants identified on the report quarterly. Based on the information provided by the family and in EIV, the PHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When the PHA determines through this report and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

EIV Identity Verification Report

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to HUD data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's *Identity Verification Report* on a monthly basis to improve the availability of income information in EIV [Notice PIH 2023-27].

When identity verification for a resident fails, a message will be displayed within the EIV system, and no income information will be displayed.

PHA Policy

The PHA will identify residents whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis.

The PHA will attempt to resolve discrepancies by obtaining appropriate documentation from the tenant. When the PHA determines that discrepancies exist as a result of PHA errors, such as spelling errors or incorrect birth dates, it will correct the errors promptly.

Deceased Tenants Reports [Notice PIH 2012-4 and Notice PIH 2023-27]

The Deceased Tenant Report identifies residents that have been reported by the SSA as deceased. The PHA is required to review the report at least quarterly.

PHA Policy

The PHA will review the Deceased Tenants Report on a monthly basis.

When the Deceased Tenants Report identifies an individual as being deceased, PHAs must immediately send a letter to the head of household or emergency contact person (if the head of household is deceased and there is no other adult household member) to confirm the death of the listed household member. The PHA must conduct a home visit to determine if anyone is residing in the unit.

PHAs are required to list the move-out date for the family as of the date on which the family or designee of the deceased tenant's estate returned the keys and signed a vacate notice; the date the public housing lease was terminated; or the date the PHA legally regained possession of the unit, whichever occurs first.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for continued occupancy. The PHA may not designate the live-in aide as the new head of household or change the relation code on the Form HUD-50058.

Other EIV Reports [Notice PIH 2023-27]

The PHA is required to review the Multiple Subsidy Report at least quarterly and the Failed EIV Pre-Screening and Failed Verification (Failed SSA Identity Test) reports at least monthly.

Upfront Income Verification Using Non-HUD Systems

HUD encourages PHAs to utilize other upfront verification sources such as the Work Number and web-based state benefits systems.

PHA Policy

The PHA will inform all applicants and residents of its use of the following UIV resources:

YARDI VERIFICATION SYSTEM

WORK NUMBER

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7-I.F. LEVEL 4 VERIFICATION [Notice PIH 2023-27]

HUD identifies two types of Level 4 verification: written-third party verification from the source and EIV + self-certification.

EIV + Self-Certification

EIV may be used as written third-party verification and may be used to calculate income if the family agrees with the information in EIV and self-certifies that the amount is accurate and representative of current income. This practice is known as *EIV + self-certification*. When calculating income using this method, the PHA may use its discretion to determine which method of calculation is reasonable: the last four quarters combined or an average of any number of quarters. The family must be provided with the information from EIV.

RRHA Policy

At annual reexamination, if the PHA is unable to use a determination of income from a means-tested federal assistance program and if there are no reported changes to an income source, the PHA will use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

RRHA Policy

RRHA will use an average of the last two quarters of income listed in EIV to determine income from employment.

RRHA will provide the family with the information in EIV. The family will be required to sign a self-certification stating that the amount listed in EIV is accurate and representative of current income. If the family disagrees with using only the last two quarters of income listed in EIV, because of the seasonal or otherwise fluctuating nature of a particular family member's employment, RRHA will permit the family to sign a self-certification stating that the average of all four quarters of income listed in EIV is accurate and representative of current annual income and use that amount for calculating annual income. If the family disagrees and contends that the amount listed in EIV is not reflective of current income, or if less than two quarters are available in EIV, the RRHA will use written third-party verification from the sources as outlined above (Upfront Income Verification Using Non-HUD Systems).

The PHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

Written Third-Party Verification from the Source

Written, third-party verification from the source is also known as “tenant-provided verification.” In order to qualify as written-third party verification from the source, the documents must be original or authentic and (generally) dated within 120 days of the date received by the PHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation. The PHA may use the verification obtained during an interim reexamination for an annual reexamination if there have been no other changes to annual income since the interim reexamination. Documents may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer’s transmittal receipt, summary of transmittal from online source, etc.) are an acceptable form of written, third-party verification.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs when calculating income using third-party verification from the source. For new income sources or when two pay stubs are not available, the PHA should determine income based on the information from a traditional written, third-party verification form or the best available information.

When the family disputes EIV-reported employment income, the PHA uses written third-party verification.

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When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

RRHA Policy

In general, the PHA will use third-party verification from the source in the following circumstances:

- At annual reexamination when EIV + self-certification is not used;

- For all new admissions; and

- For all interim reexaminations.

The PHA will not use this method if the PHA is able to use an income determination from a means-tested federal assistance program or if the PHA uses EIV + self-certification as outlined above.

In general, third-party documents provided by the family or the source must be dated within 120 days of the date received by the PHA. However, for fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible. If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation from the family or will use a lower form of verification such as a written third-party verification form.

When verification of assets held by a banking or financial institution is required, the PHA will obtain one statement that reflects the current balance of the account.

When pay stubs are used, the PHA will require the family to provide the two most current, consecutive pay stubs. At the PHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g., sporadic income, fluctuating schedule, etc.), the PHA may request additional paystubs or a payroll record.

7-I.G. LEVEL 3 VERIFICATION: WRITTEN, THIRD-PARTY FORM **[Notice PIH 2023-27]**

This type of verification is a form developed by the PHA and used uniformly for all families when needed to collect information from a third-party source. This is known as “traditional third-party verification.” PHAs send a PHA-developed form directly to the third-party source by mail, fax, or email and the source completes the form by hand (in writing or typeset).

The PHA may use this method when higher forms are unavailable or are rejected by the PHA or when the family is unable to provide acceptable verification. The PHA may skip this level of verification and may instead substitute oral third-party verification before moving to self-certification.

RRHA Policy

Typically, the PHA will attempt to send written third-party verification forms to the verification source whenever higher forms of verification are unavailable.

However, on a case-by-case basis, the PHA may choose to obtain oral third-party verification without first attempting, and in lieu of, a written-third party verification form.

7-I.H. LEVEL 2: ORAL THIRD-PARTY VERIFICATION [Notice PIH 2023-27]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs must document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

The PHA may skip this level of verification if they attempted written third-party verification via a form and the source did not respond and move directly to self-certification.

PHA Policy

In general, the PHA will attempt to obtain written third-party verification via a form from the verification source. If written third-party verification forms are not returned within 10 business days, the PHA will accept self-certification from the family without attempting to obtain oral third-party verification.

However, if the PHA chooses to obtain oral third-party verification, the PHA will document in the file the date and time of the telephone call or visit, the name of the person contacted and the telephone number, as well as the information confirmed.

When Third-Party Verification is Not Required [Notice PIH 2023-27]

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

RRHA Policy

If the family cannot provide original documents, the PHA 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 [VG, p. 18].

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.

7-I.I. LEVEL 1: NON-THIRD-PARTY VERIFICATION TECHNIQUE: SELF-CERTIFICATION [Notice PIH 2023-27]

Non-third-party verification consists of a signed statement of reported income and/or expenses. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other required verification techniques.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded;
- Net family assets are less than or equal to the HUD-published threshold (\$50,000 for 2024, and \$51,600 for 2025) and the PHA has adopted a policy to accept self-certification;
- The family declares that they do not have any present ownership in any real property;
- [A family reports zero income;](#)
- A family states that they have non-recurring income that will not be repeated in the coming year; and/or
- The PHA has adopted a policy to implement streamlined verification for fixed sources of income.

When the PHA was required to obtain third-party verification but instead relies on self-certification, the family's file must be documented to explain why third-party verification was not available.

HUD does not require that a self-certification be notarized; however, HUD recommends including language on any self-certification to ensure the certifier understands the consequences of knowingly providing false information.

PHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA 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 the PHA and must be signed by the family member whose information or status is being verified.

All self-certifications will include the following language:

"I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. WARNING: Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties (18 U.S.C. 287, 1001, 1010, 1012; 31 U.S.C. 3279, 3802)."

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PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

RRHA Policy

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) Current U.S. passport Current government employer identification card with picture	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA'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 the PHA and be signed by the family member whose information or status is being verified.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the PHA has reason to doubt the identity of a person representing themselves to be a tenant or a member of a tenant family.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and Notice PIH 2023-27]

The family must provide documentation of a valid Social Security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

The PHA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

While PHAs must attempt to gather third-party verification of SSNs prior to admission as listed above, PHAs also have the option of accepting a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. If verifying an individual's SSN using this method, the PHA must document why the other SSN documentation was not available.

If the tenant's SSN becomes verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, then the PHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

RRHA Policy

The PHA will verify an individual's SSN in the situations described above using the method described above as a last resort when no other forms of verification of the individual's SSN are available.

The PHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

RRHA Policy

The PHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

RRHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When a resident requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a resident requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

RRHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously assisted occupancy.

RRHA Policy

The PHA will verify each disclosed SSN by:

- Obtaining documentation from applicants and residents that is acceptable as evidence of social security numbers

- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

RRHA Policy

Once an individual's status is classified as "verified" in HUD's EIV system, the PHA will not remove and destroy copies of documentation accepted as evidence of social security numbers.

7-II.C. 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.

RRHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support 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.

7-II.D. FAMILY RELATIONSHIPS

Applicants and tenants 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.

RRHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

RRHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage with a marriage certificate or other documentation to verify that the couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

RRHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a divorce or separation, the PHA will require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

RRHA Policy

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), if the PHA so requests.

Foster Children and Foster Adults

RRHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

RRHA Policy

The PHA 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:

The family claims full-time student status for an adult other than the head, spouse, or cohead, or

The family claims a childcare deduction to enable a family member to further their education.

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a resident's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' Web site at www.os.dhhs.gov.

The PHA may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- 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
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

RRHA Policy

For family members claiming disability who receive disability payments from the SSA, the PHA will attempt to obtain information about disability benefits through HUD's Enterprise Income Verification (EIV) system. If documentation is not available through HUD's EIV system, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If a family member is unable to provide the document, the PHA will ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from www.ssa.gov. Once the family receives the benefit verification letter, they will be required to provide the letter to the PHA.

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 CFR 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

RRHA Policy

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and PHA verification requirements related to citizenship status.

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 [24 CFR 5.508(g)(5)]

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.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of 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, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined their placement on the waiting list.

RRHA Policy

The PHA offers a preference for working families, described in Section 4-III.B.

The PHA may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The PHA may also seek third-party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking as described in Section 4-III.B. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-VII.D.

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PART III: VERIFYING INCOME AND ASSETS

Chapter 6 of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

RRHA Policy

The following policies do not apply when the PHA uses a Safe Harbor income determination from a means-tested federal assistance program.

7-III.A. EARNED INCOME

Tips

RRHA Policy

Unless tip income is included in a family member's W-2 by the employer or in UIV verification sources, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year or tips anticipated to be received in the coming year.

Wages

RRHA Policy

When the PHA requires third-party verification of wages, for wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

The PHA must obtain written, third-party verification when the income type is not available in EIV. This includes income from self-employment.

RRHA Policy

Business owners and self-employed persons will be required to provide:

Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source, etc.).

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

For self-employed individuals who claim they do not have to file tax returns, the PHA will obtain a completed copy of IRS Form 4506-T to verify that no return has been filed.

For those employed in "gig employment" (i.e., those in formal agreements with on-demand companies such as Uber, Lyft, or DoorDash), the PHA will provide a format for the individual to declare their income and expenses. The PHA will also review the printed statement of monthly income from the applicable app for all hours worked and pay received as well as Schedule C of the individual's tax return and the corresponding IRS Form 1099 or 1099k.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/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 PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months, the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 9.

Social Security/SSI Benefits

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 60 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

- If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as \$450.80 and EIV displays the amount as \$450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the last 60 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.
- Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

7-III.D. ALIMONY OR CHILD SUPPORT [Notice PIH 2023-27]

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders. A copy of a court order or other written payment agreement alone may not be sufficient verification of amounts received by a family.

RRHA Policy

Verification will be obtained in the following order of priority:

Copies of the receipts and/or payment stubs for the 12 months prior to PHA request

Third-party verification form from the state or local child support enforcement agency

Third-party verification form from the person paying the support

Family's self-certification of amount received

Note: Families are not required to undertake independent enforcement action.

7-III.E. NONRECURRING INCOME [Notice PIH 2023-27]

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. PHAs may accept a self-certification from the family stating that the income will not be repeated in the coming year.

PHA Policy

The PHA will accept self-certification from the family stating that income will not be repeated in the coming year. However, the PHA may choose, on a case-by-case basis, to require third-party verification that income sources will not be repeated in the coming year.

7-III.F. ASSETS AND INCOME FROM ASSETS

Net Family Assets [24 CFR 5.603]

At admission and reexam, for families with net assets less than or equal to the HUD-published threshold listed in HUD's current year Inflation-Adjusted Values tables (\$50,000 for 2024, \$51,600 for 2025), the PHA may, but is not required to, accept the family's self-certification that the family's assets do not exceed the HUD-published threshold without taking any additional steps to verify the accuracy of the declaration. The declaration must include the amount of income the family expects to receive

from assets which must be included in the family's income. This includes declaring income from checking and savings accounts which, although excluded from the calculation of net family assets (because the combined value of non-necessary personal property does not exceed the HUD-published threshold), may generate asset income. PHAs must clarify during the self-certification process which assets are included/excluded from net family assets.

For PHAs that choose to accept self-certification, the PHA is required to obtain third-party verification of all assets, regardless of the amount, at least once every three years.

PHAs who choose not to accept self-certifications of assets must verify all families' assets on an annual basis.

When net family assets have a total value over the HUD-published threshold, the PHA may not rely on the family's self-certification. Third-party verification of assets is required when net family assets exceed the HUD-published threshold.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

RRHA Policy

For families with net assets less than or equal to the HUD-published threshold listed in the current year's Inflation-Adjusted Values tables, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income. The family's declaration must show the total amount of income expected from all assets. All family members 18 years of age and older must sign the family's declaration. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question. Any income the family expects to receive from assets will be included in the family's annual income. The family will be required to provide third-party verification of net family assets every three years.

When verification is required, in determining the value of checking or savings accounts, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account when verification is required and the rate of return is known, the PHA will multiply the current balance of the account by the current rate of interest paid on the account. If a checking account does not bear interest, the anticipated income from the account is zero.

Self-Certification of Real Property Ownership [24 CFR 5.618(b)(2); Notice PIH 2023-27]

The PHA must determine whether a family has present ownership in real property that is suitable for occupancy for purposes of determining whether the family is compliant with the asset limitation described in Chapters 3. The PHA may accept a self-certification from the family stating that the family does not have any present ownership in any real property. If the family certifies that they do not have any present ownership interest in real property, the PHA may take that as sufficient to determine the family is not out of compliance with the real property restriction. If the family declares they have present ownership in real property, the PHA must obtain third-party verification of the family's legal right to reside in the property, the effective legal authority to sell the property, and whether the property is suitable for occupancy by the family as a residence.

RRHA Policy

The PHA will accept self-certification from the family stating that the family does not have any present ownership in any real property. The certification must be signed by all family members 18 years of age and older. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question.

If the family declares they have a present ownership in real property, the PHA will obtain third-party verification of the following factors: whether the family has the legal right to reside in the property; whether the family has effective legal authority to sell the property; and whether the property is suitable for occupancy by the family as a residence. However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

7-III.G. NET INCOME FROM RENTAL PROPERTY

RRHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing 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 PHA 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.

7-III.H. FEDERAL TAX REFUNDS OR REFUNDABLE TAX CREDITS **[Notice PIH 2023-27]**

PHAs are not required to verify the amount of the family's federal tax refund or refundable tax credit(s) if the family's net assets are less than or equal to the HUD-published threshold listed in HUD's current year Inflation-Adjusted Values tables (\$50,000 for 2024, \$51,600 for 2025), even in years when full verification of assets is required or if the PHA does not accept self-certification of assets. PHAs must verify the amount of the family's federal tax refund or refundable tax credits if the family's net assets are greater than the HUD-published threshold.

7-III.I. RETIREMENT ACCOUNTS

RRHA Policy

The PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.J. INCOME FROM EXCLUDED SOURCES [Notice PIH 2023-27]

A detailed discussion of excluded income is provided in Chapter 6, Part I.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is **not** required to verify the income using third-party verification, document why third-party verification is not available, or report the income on the 50058. *Fully excluded income* is defined as income where the entire amount qualifies to be excluded from the annual income determination in accordance with 24 CFR 5.609(b) and any *Federal Register* notice on mandatory exclusions issued by HUD (for example, food stamps, earned income of a minor, or foster care funds).

PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, PHAs have the option of requiring additional verification.

For partially excluded income, the PHA **is** required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student).

RRHA Policy

The PHA will accept the family's self-certification as verification of fully excluded income. The PHA may request additional documentation if necessary to document the income source.

The PHA will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

7-III.K. ZERO INCOME FAMILIES [Notice PIH 2023-27]

PHAs have discretion to establish reasonable procedures to manage the risk of unreported income, such as asking families to complete a zero- income worksheet at admission or periodically after admission to determine if they have any sources of unreported income or searching any UIV sources for unreported income.

In calculating annual income, PHAs must not assign monetary value to nonmonetary in-kind donations from a food bank or similar organization received by the family [24 CFR 5.609(b)(24)(vi)].

PHAs may accept a self-certification of zero income from the family after exhausting all other steps in the Verification Hierarchy HUD does not require such self-certifications be notarized.

PHAs that perform zero income reviews must update local discretionary policies, procedures, and forms. Families who begin receiving income which does not trigger an interim reexamination should no longer be considered zero income even though the family's income is not reflected on the Form HUD-50058.

RRHA Policy

The PHA will check UIV sources and/or may request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, child support, etc. are not being received by families claiming to have zero annual income.

The PHA will also require that each family who claims zero income status complete a zero- income worksheet and each family member (claiming Zero Income) complete a signed Zero Income Affidavit. If any sources of income are identified on the form, the PHA will verify the income in accordance with the policies in this chapter prior to including the income in the family's annual income.

The PHA will only conduct interims in accordance with PHA policy in Chapter 9.

7-III.L. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students.

-Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions are included [24 CFR 5.609(b)(9)(ii)].

RRHA Policy

The PHA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the HEA, the PHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.

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PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 for a full discussion of this deduction. The PHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child
- Any person age 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

Elderly/Disabled Family Deduction

See the Eligibility chapter for a definition of elderly and disabled families and Chapter 6 for a discussion of the deduction. The PHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7-IV.B. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed health and medical care expenses. The PHA may not request documentation beyond what is sufficient to determine anticipated health and medical care costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

Amount of Expense

RRHA Policy

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

The PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified health and medical care expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The health and medical care expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62 or a person with disabilities. The PHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described in Chapter 7 (7-IV.A) of this plan.

Qualified Expenses

To be eligible for the health and medical care expense deduction, the costs must qualify as medical expenses. See Chapter 6 for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the health and medical care expense deduction, the costs must not be reimbursed by another source.

RRHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

RRHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

- The anticipated repayment schedule

- The amounts paid in the past, and

- Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed auxiliary apparatus or attendance care costs. The PHA may not request documentation beyond what is sufficient to determine anticipated reasonable attendant care and auxiliary apparatus costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

Amount of Expense

Attendant Care

RRHA Policy

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

Auxiliary Apparatus

RRHA Policy

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in Chapter 6.).
- The expense is not reimbursed from another source (as described in Chapter 6.).

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. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

RRHA Policy

The PHA will request 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 (See 6-II.E.). This documentation may be provided by the family.

If third-party 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.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

RRHA Policy

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.

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7-IV.D. CHILD-CARE EXPENSES

Policies related to child-care expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of child-care.
- The costs are reasonable.

Eligible Child

To be eligible for the child-care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the child-care deduction, the costs must not be reimbursed by another source.

RRHA Policy

The family and the care provider will be required to certify that the child-care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

RRHA Policy

Information to be Gathered

The PHA 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) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The PHA will request third-party documentation to verify that the person permitted to further their education by the child-care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

Gainful Employment

The PHA will seek third-party verification of the work schedule of the person who is permitted to work by the child-care. 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. The documentation may be provided by the family.

Allowable Type of Child-Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

RRHA Policy

The PHA will verify that the type of child-care selected by the family is allowable, as described in Chapter 6.

The PHA will verify that the fees paid to the child-care provider cover only child-care 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).

The PHA will verify that the child-care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable child-care costs can be deducted.

RRHA Policy

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

**Exhibit 7-1: Summary of Documentation Requirements for Noncitizens
[HCV GB, pp. 5-9 and 5-10]**

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

• Form I-551 Alien Registration Receipt Card (for permanent resident aliens) • Form I-94 Arrival-Departure Record annotated with one of the following: • “Admitted as a Refugee Pursuant to Section 207” • “Section 208” or “Asylum” • “Section 243(h)” or “Deportation stayed by Attorney General” • “Paroled Pursuant to Section 221 (d)(5) of the USCIS”	• Form I-94 Arrival-Departure Record with no annotation accompanied by: • A final court decision granting asylum (but only if no appeal is taken); • A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90); • A court decision granting withholding of deportation; or • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).

• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.	Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

Chapter 8

LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, the PHA may conduct additional inspections in accordance with PHA policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and the PHA's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes the PHA's policies for inspecting dwelling units and notifying families of HUD REAC NSPIRE inspections.

PART I: LEASING

8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit 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.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement, if the family has violated the terms and conditions of the lease and if the family is determined to be over income for 24 consecutive months [24 CFR 966.4(a)(2)].

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 automatic 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.

In accordance with HUD's Smoke Free Policy (Exhibit 8-3), smoking is prohibited inside and outside all RRHA public housing units, its buildings and grounds including any common areas, entry ways, openings to the building (e.g., windows), and /or playground - up to 25 feet from each building, and up to 50 feet from each building's entryway.

RRHA's Smoke-free policy is provided to current and incoming tenants as an addendum to the Dwelling Lease.

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 the smoke-free 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.

Part I of this chapter contains regulatory information on leasing, where applicable, as well as the PHA's leasing policies.

For policies on lease requirements for families whose incomes have exceeded the over-income limit for 24 consecutive months, see 13-III.C., Over-Income Families.

8-I.B. LEASE READING

PHA Policy

After unit acceptance but prior to occupancy, a PHA representative will conduct a lease Reading/~~signing~~-orientation with the family. The head of household ~~or spouse is~~ and all adult household members are required to attend.

Lease Reading Agenda

PHA Policy

When families attend the lease reading, they will be provided with: A copy of the lease

A copy of the PHA's grievance procedure

A copy of the rules and regulations

A copy of the PHA's Standard list of charges

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

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

Reasonable Accommodations Policy

A copy of the form HUD-5380, VAWA Notice of Occupancy Rights

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A copy of the PHA's smoke free policy

The HUD pamphlet on lead-based paint entitled, "Protect Your Family from Lead in Your Home."

Signed Lead Disclosure Form

Virginia Statement of Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act (VRLTA)

A copy of the Move -In Inspection

Topics to be discussed and explained to all families include:

Applicable deposits and all other charges

Review and explanation of lease provisions

Unit maintenance requests and work orders

The PHA's interim reporting requirements

Review and explanation of occupancy forms
Community service requirements
Family choice of rent
Reasonable Accommodation Requests
VAWA protections
Smoke-free policies
Hardship Exemptions
Renter Insurance

General Leasing Policies

1. Apartments will be leased without regard to race, color, religion, sex, age, national origin, disability, family status, veteran status, source of funds, gender identity, or any other classification protected under applicable law. [24 C.F.R. § 1.4 (b)(I)]
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.

8-I.C. EXECUTION OF LEASE

The lease must be executed by the tenant and the PHA, except for automatic renewals of a lease [24 CFR 966.4(a)(3)]. The Property Manager of each public housing community is considered an authorized representative of RRHA for this purpose.

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one PHA unit to another.

The lease must state the composition of the household as approved by the PHA (family members and any PHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

PHA Policy

A lease reading appointment will be scheduled for the parties to execute the lease. The head of household, spouse or cohead, and all other adult members of the household and the authorized representative of RRHA will be required to sign the public housing lease prior to admission. The head of household will be provided a copy of the executed lease (and addendums) and the PHA will retain a copy in the resident's file.

~~Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PHA assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.~~ Files for households that include a live-in aide, the Live in aide will be required to sign an addendum stating they have no rights to the Lease unit. The live in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care. Upon vacating of the unit or death of the person receiving care, the live in aide must vacate the unit within 30 days of the date the person receiving care is no longer residing in the unit. Failure of the live in aide to vacate within 30 days will result in legal actions.

8-I.D. MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the tenant and the PHA [24 CFR 966.4(a)(3)].

Modifications to the Lease Form

The PHA may modify its lease from time to time. However, the PHA must give residents at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting a new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 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 [24 CFR 966.4(l)(2)(iii)(E)].

PHA Policy

The family will have 30 days to accept and sign the revised lease. If the family does not accept the offer of the revised lease within that 30-day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 13.

Schedules of special (or standard) charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least 30 days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Property Management office, if any, or if none, a similar central business location within the Property/Community. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

The current statement of rules and regulations is attached in Exhibit 8-1. Such rules and regulations are incorporated by reference and fully laid out here. These rules and regulations shall remain in full force and effect unless revoked, revised or amended by RRHA's Board of Commissioners and approved by HUD as part of any revision to or future version of the ACOP. and the schedule of standard charges can be found in Exhibit 8-2.

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the Property Management office and must be furnished to applicants and tenants on request [24 CFR 966.5].

PHA Policy

When the PHA proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post a copy of the notice in the three conspicuous locations within the Property Management office or will mail or directly deliver a copy of the notice to each resident family. RRHA may email a copy of the notice to each tenant or post the notice to each tenant's portal in Rent Café.

Other Modifications

PHA Policy

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)]

The lease will be amended as necessary to reflect all changes in family composition.

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.

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.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

Changes after leasing will be processed by the Property Manager or his/her designee.

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.

8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

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)(5)]

The PHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit or used for tenant services or activities.

PHA Policy

Residents must pay a security deposit to the PHA at the time of admission. The amount of the security deposit will be equal to the family's total tenant payment at the time of move-in and must be paid in full prior to occupancy.

The PHA will hold the security deposit for the period the family occupies the unit. The PHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 45 days of move-out, the PHA will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

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.

If the resident disagrees with the amount charged, the PHA will provide a meeting to discuss the charges.

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.

For existing residents who transfer from one public housing unit to another, upon move out, the resident's security deposit will be applied to outstanding charges and/or refunded in the manner described in the Transfer Policy, Chapter 12. The security deposit for the new unit shall be determined in accordance with the guidance referenced above, upon transfer.

RRHA will not use the Security Deposit to pay rent or other charges while the resident occupies the dwelling apartment.

RRHA will not refund the Security Deposit until the resident has vacated and RRHA has inspected the dwelling apartment.

RRHA will refund the Security Deposit to the resident when he/she vacates, less any deductions for any applicable costs.

8-I.F. PAYMENTS UNDER THE LEASE

Rent Payments [24 CFR 966.4(b)(1)]

Families must pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and the PHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

The lease must contain a provision or addendum that tenants will receive notification at least 30 days before an eviction for nonpayment of rent is filed [24 CFR 966.4(q).

PHA Policy

Each month RRHA will send residents a bill for rent.

The tenant rent is due and payable at PHA-designated locations or by downloading the Rent Café application on apple or android devices, by the eighth day of every month in which rent was assessed; or via United States Postal Service mail via money order, personal check, or cashier's check.

If the eighth falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

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.

Rent decreases go into effect the first day of the month following the report of a change.

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.

Rent increases (except those due to misrepresentation) require ~~30~~ 60 days' notice to the tenant and generally will be effective on the first day of the month following the month in which ~~30~~ 60-day notice to the family expires.

If the family's resident rent changes, RRHA will notify the family of the new amount and the effective date by sending written notification (via email, YARDI system and Rent Café portal). The family may request a mailed copy as a reasonable accommodation.

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.

Late Fees and Nonpayment [24 CFR 966.4(b)(3); 24 CFR 966.4(q) and (r)]

At the option of the PHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The lease must also contain a provision or addendum that tenants will receive notification at least 30 days before an eviction for nonpayment of rent is filed [24 CFR 966.4(q)]. The PHA must not provide tenants with a termination notice prior to the day after the rent is due according to the lease. The PHA must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(r)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)]. See Chapter 13 for additional requirements for notices of lease termination.

PHA Policy

If the family fails to pay their rent by the eighth day of the month, and the PHA has not agreed to accept payment at a later date, a 30-day Notice of ~~to~~ Late Rent and/or Other Charges and Notice of Lease Termination will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. The PHA will not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period.

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)]

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)]

When a family's check or online payments 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 fee or online payment. 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 or cash at any authorized payment location through Fidelity Express.

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.

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.

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.

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Excess Utility Charges

If the PHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

PHA Policy

RRHA will no longer charge tenants for excess utility usage and a consumption allowance will not be established. Families must take reasonable steps to conserve water, gas, and electricity and avoid unreasonable uses.

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.

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.

Maintenance and Damage Charges

If the PHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of standard charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

When applicable, families will be charged for maintenance and/or damages according to RRHA's current schedule, which is attached hereto as Exhibit #8-2 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).

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after the PHA gives written notice of the charges. The

written notice is considered an adverse action and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

PHA Policy

When applicable, families will be charged for maintenance and/or damages according to the PHA's current schedule. 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, if applicable).

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).

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.

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. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

PART II: INSPECTIONS

8-II.A. OVERVIEW

The PHA is obligated to maintain safe and habitable dwelling units and to make necessary repairs to dwelling units [24 CFR 966.4(e)]. The National Standards for the ~~Inspection~~ Physical Inspection of Real Estate (NSPIRE) are the standard under which HUD housing units, including those under the public housing program, are inspected. NSPIRE ensures that residents of public housing live in safe, habitable dwellings, and the items and components located inside, outside, and within the units are functionally adequate, operable, and free of health and safety hazards [24 CFR 5.703(a)]. Further, units must comply with state and local code requirements (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, and residential code) [24 CFR 5.703(f)] as well as with all requirements related to the evaluation and control of lead-based paint hazards [24 CFR 5.703(e)(2)].

Under NSPIRE, public housing units are subject to three types of inspections: annual self-inspections, NSPIRE Inspections (which are used to assess and score the PHA under the Public Housing Assessment System (PHAS)), and NSPIRE Plus Inspections (which are triggered by poor property conditions). HUD regulations also require the PHA to inspect each public housing unit prior to move-in and at move-out. The PHA may require additional inspections, in accordance with PHA policy. This part contains the PHA's policies governing inspections by the PHA and HUD, notification of unit entry, and inspection repair timelines. This section discusses inspections conducted by the PHA (including annual self-inspections) and inspections conducted by HUD REAC.

8-II.B. PHA-CONDUCTED INSPECTIONS

The PHA is obligated to maintain dwelling units and the project in safe and habitable condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

Types of PHA-Conducted 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

Move-In Inspections [24 CFR 966.4(i)]

The lease must require the PHA and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the tenant, must be provided to the tenant and retained in the resident file.

PHA Policy

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.

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 National Standards for Physical Inspection of Real Estate (NSPIRE).

If necessary to bring the unit into 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 and carbon monoxide 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.

Move-Out Inspections [24 CFR 966.4(i)]

The PHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if they wish, unless the tenant vacates without notice to the PHA. The PHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

PHA Policy

Upon notification that a tenant intends to vacate a dwelling unit, the Property manager/assistant and Maintenance staff 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~~ are damages to the unit which was caused by the vacating tenant (including trash furniture, etc. left behind). Costs to repair tenant-caused damages and removal of tenant items may be ~~deducted paid~~ from the family's security deposit in accordance with applicable law. The Property manager/assistant, maintenance staff and tenant (if present) will sign the Inspection Report. Any items left in the unit by the tenant after the tenant vacated will be assumed classified as abandoned property as unwanted and will be disposed of.

If the tenant has vacated without notice or fails to appear at the scheduled time, an inspection will be made without the tenant and photos will be taken for record. A copy of the inspection form and all supporting documents will be attached to the tenant's vacated file along with charges incurred for repair of any tenant-caused damages.

When applicable, the PHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 45 days of the move out date.

Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed and within an acceptable time frame.

PHA Policy

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%.

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.

Special Inspections

PHA Policy

PHA staff may conduct a special inspection for any of the following reasons:

RRHA reasonably believes there exists any condition at the residence which presents an urgent health and safety risk to any individual.

RRHA reasonably believes that the family has committed a lease violation.

RRHA is required to conduct an inspection on the unit in accordance with any applicable law.

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.

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.

Notice of Entry

Non-emergency Entries [24 CFR 966.4(j)(1)]

The PHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least 72 hours before such entry is considered reasonable advance notification.

PHA Policy

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~~ 72 hours prior to the time the inspection is conducted or shall otherwise be delivered in any other manner permitted by applicable law.

For regular PHA annual self-inspections, the family will receive at least 72 hours written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for the PHA to enter the unit.

Except for emergencies, management will not enter the dwelling unit to perform inspections where a pet resides unless accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.

Emergency Entries [24 CFR 966.4(j)(2)]

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, purpose of the entry or general nature of the inspection, along with any pertinent findings from such inspection prior to leaving the dwelling unit.

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.

Scheduling of PHA-Conducted Inspections

PHA Policy

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the PHA at least 24 hours prior to the scheduled inspection. The PHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. The PHA 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.

Attendance at Inspections

Residents (Head, Co-Head and Spouse) are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

PHA Policy

While the resident is required to be present for move-in inspections, the resident is not required to be present for other types of inspections. The resident may attend the inspection if they wish.

If no one is at home, the inspector will enter the unit, conduct the inspection and ~~leave a copy of the inspection report in the unit.~~ mail a copy of the inspection report within 3 business days of the inspection. A tag will be left on the door to inform the resident that staff has entered in the unit

If no adult of the tenant household is present at the time of entry, RRHA staff will leave notice indicating the date, time and the general nature of the inspection.

If minor child(ren) are in the unit with no adult present, RRHA staff will not enter the unit unless there is an Emergency that poses threat to health and safety. The Head of Household must follow up with Management staff to reschedule inspection.

Repairs

Correction timeframes differ depending on whether repairs are considered emergency or non-emergency repairs.

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~~ 4:30pm 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~~ 4:30pm 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.

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.

RRHA After-Hours Repair Procedures

All calls to request repairs or maintenance made between the hours of ~~5:00~~ 4:30 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 to 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.

Emergency Repairs [24 CFR 966.4(h)]

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify the PHA of the damage, and the PHA must make repairs within a reasonable time frame. Under NSPIRE, the PHA must correct all Life-Threatening and Severe deficiencies within 24 hours.

If the damage was caused by a household member or guest, the PHA must charge the family for the reasonable cost of repairs. The PHA may also take lease enforcement action against the family.

If the PHA cannot make repairs quickly, the PHA must offer the family standard alternative accommodations. If the PHA 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.

Non-emergency Repairs

PHA Policy

The PHA will correct deficiencies resulting in a non-emergency work order identified during a PHA conducted inspection in accordance with the workorder system level of priority – urgent, routine, and planned maintenance schedule.

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 72 hours prior to the time entry is made or shall otherwise be delivered in any other manner permitted by applicable law.

The family must allow the PHA access to the unit to make repairs.

If the PHA is unable to make repairs within the required timeframe due to circumstances beyond the PHA's control (e.g., required parts or services are not available, weather conditions, etc.) the PHA will notify the family of an estimated date of completion.

Except for emergencies, management will not enter the dwelling unit to perform repairs if a minor child is in the residence without adult supervision or where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner or the pet is securely crated, in accordance with the pet policies in Section 10-II.D.

Resident-Caused Damages

PHA Policy

Damages to the unit beyond normal wear and tear will be billed to the tenant in accordance with the policies in 8-I.F., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector and/or carbon monoxide alarm. Only one warning will be given. A second incidence will result in lease termination.

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.

Smoke Detectors

Residents are responsible for replacing batteries in the smoke detectors in their units if applicable.

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.

Procedures Regarding Certain Unsafe or Unsanitary Dwelling Units

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), attached hereto as Exhibit 8-1. 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.

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.

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 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.

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 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.

8-II.C. NSPIRE INSPECTIONS [24 CFR 5.705(c); Notice PIH 2023-16]

During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards. For most properties, the frequency of NSPIRE inspections is determined by the date of the prior inspection and the score received.

Notice to Residents [Notice PIH 2023-16]

The PHA must provide notice to all residents as described in 24 CFR 5.711(h) and the lease.

PHA Policy

The PHA will provide all residents with at least seven days' notice of an NSPIRE inspection. Notice will be provided through multiple communication methods, including by posted notice on each resident's door and through email where applicable. All materials, notices, and communications to families regarding the inspection will be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD's Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

24-Hour Corrections [24 CFR 5.711(c); Notice PIH 2023-16]

At the conclusion of the NSPIRE inspection, or at the end of the day on multi-day inspections, HUD provides the PHA with a list of Life-Threatening and Severe deficiencies. The PHA must correct all Life-Threatening and Severe deficiencies within 24 hours, with certification of correction submitted to HUD within two business days of receipt of notification of the deficiency.

If permanent repair will take longer than the allowable time in the relevant standard for the deficiency, the PHA must provide HUD with a timeframe for completing permanent repairs and submit evidence that the repair is in progress. Any extension to the allowable time for rectifying the deficiency is allowed only upon HUD approval for good cause.

PHA Policy

The PHA will correct all Life-Threatening and Severe deficiencies within 24 hours. Correcting the deficiency means the PHA will resolve or sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents or the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

While the PHA will complete all repairs expeditiously, if a permanent repair is not possible within 24-hours, the PHA will correct the deficiency by performing an interim repair to remove the health and safety hazard. If the correction is temporary or professional services or materials are unavailable within 24 hours, the PHA will provide a target date for permanent correction. Such interim repairs will be fully completed within a reasonable timeframe approved by HUD.

The family must allow the PHA access to the unit to make repairs.

Non-emergency Repairs

Under NSPIRE, the PHA must correct Moderate deficiencies within 30 days and Low deficiencies within 60 days, or as otherwise provided in the NSPIRE standards. Repairs should be permanent fixes, unless otherwise approved by HUD in writing. HUD may also prescribe timelines in Corrective Action Plans as defined in 24 CFR 902.3 or Corrective Action Agreements as described in 24 CFR 902.105.

PHA Policy

If the PHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond the PHA's control (e.g., required parts or services are not available, weather conditions, etc.), the PHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. The PHA will also notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.

Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.

EXHIBIT 8-1: 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 8th 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.

EXHIBIT 8-2: SCHEDULE/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 NEGLECT (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

COMMODE 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
Janitorial			
- Cleaning			
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
Grounds			
- Plants and Lawns	Actual Cost	Actual Cost	Actual Cost
Tree and Shrubs	Actual Cost	Actual Cost	Actual Cost
Structure			
- Doors	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
Screen Doors			
New Door	15.00/Hr.	Actual Cost	Actual Cost
Repair to Door	15.00/Hr.	Actual Cost	Actual Cost
Spring and Chain * Door -05-668	15.00/Hr.	3.63	Actual Cost
Spring * Door-06-	15.00/Hr.	.97	Actual Cost

Items	Labor	Material	Total Cost
638			
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
- Windows			
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
- Window Screens			
Whole screen, all sizes	15.00/Hr.	28.00	Actual Cost
Rescreening, all sizes (security screen)	15.00/Hr.	5.25	Actual Cost
- Hardware			
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
- Countertop (Formica)			
Damaged area of ten square inches or more will be sufficient cause for replacement of countertop	15.00/Hr.	Actual Cost	Actual Cost
- Glass			
Complete Window & Sash	15.00/Hr.	Actual Cost	Actual Cost
Thermal pane glass per sash	15.00/Hr.	Actual Cost	Actual Cost
- Miscellaneous			
Bathroom ceramic tile (per square foot)	Labor included in sq. ft. price	2.25/ sq. ft.	
Replace floor tile (per square foot)	Labor included	2.52/ sq. ft.	

Items	Labor	Material	Total Cost
	in sq. ft. price		
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
Painting and Shades			
Removing wallpaper/ contact paper and repainting (per room)			
Shade charges			
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 ¾ 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
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			
- Plumbing			
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
- Bath Accessories			
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
- Drain lines			
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
- Electrical			

Items	Labor	Material	Total Cost
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
- Heating			
Radiator valve knob & A/C Knobs	15.00/ Hr.	3.50	Actual Cost
- Ranges			
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
- Refrigerator			
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.

Items	Labor	Material	Total Cost
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.

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EXHIBIT 8-3: SMOKE-FREE POLICY

SMOKE-FREE POLICY LEASE

ADDENDUM F

This Smoke-Free Policy Lease Addendum (this “Addendum”) is made part of that certain lease (hereafter the “Lease”) dated _____ between Richmond Redevelopment and Housing Authority (also “RRHA” or “Landlord”) and _____ (the “Tenant”), concerning the premises located at _____, Richmond, Virginia (the “Leased Premises” or “Premises”). All applicable terms of the Lease are incorporated by reference as if fully laid out herein, and shall continue to have full force and effect.

This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Addendum shall give each party named above all rights contained herein, as well as any of the rights in the Lease.

1. Purpose of the “Smoke-Free Policy”: The parties desire to mitigate (i) the irritation and known health effects of smoking products; (ii) the increased maintenance, cleaning and redecorating costs from smoking products; (iii) the increased risk of fire from lit smoking products; and (iv) the higher costs of fire insurance for a non-smoke free building. In furtherance of such smoke-free policy, the parties agree as follows:

2. Definitions:

- a. **“Prohibited Smoking Product”** means (i) any item that involves the ignition and burning of leaves or other flammable plant material, including, without limitation, cigarettes, cigars, and pipes, whether they contain tobacco, marijuana, or any other flammable plant material; (ii) water pipes (“hookahs”) used to smoke tobacco, marijuana, or any other flammable plant material, to the extent not covered by the preceding clause, and (iii) electronic cigarettes.
- b. **“Electronic cigarette”** means any electronic device that provides a vapor from liquid in order to simulate the use of lit Prohibited Smoking Products. The term shall include such devices whether they are manufactured or referred to as “e-cigarettes,” “e-cigars,” or “e-pipes,” or under any other product or trade name.
- c. **“Smoking” and “to smoke”** means using any Prohibited Smoking Product or Electronic Cigarette, as defined above.
- d. **“Smoke”** means the smoke, fumes, or vapor generated by smoking, as defined above.
- e. **“Restricted area”** means any location within or upon any real property owned by Landlord, whether such location is indoors or outdoors, if such location is within 25 feet from any building, door, or window existing upon such real property. Without limitation, “restricted area” specifically includes the interior or exterior of any individual public housing unit, common area, and administrative office building within or upon Landlord’s real property.

3. Use of Prohibited Smoking Products in restricted areas: Tenant and members of Tenant's household shall not smoke, nor permit Tenant's guests or visitors within the control of the Tenant to smoke, in any restricted area.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations: Tenant shall inform Tenant's guests and visitors that smoking is not permitted in restricted areas. Further, Tenant shall promptly give Landlord a written statement of any incident where smoke is migrating into the Premises from sources outside of the Premises. Landlord will seek the source of the smoke and take appropriate action.

5. Landlord to Promote No-Smoking Policy: Landlord shall post no-smoking signs at entrances and exits, common areas and in conspicuous places adjoining the grounds of the Premises.

6. Designated smoking areas: Tenant specifically acknowledges and agrees that Landlord will not establish any location upon its properties, whether within or without a restricted area, as a designated smoking area.

7. Smoking as breach of Lease: A Tenant breaches this Addendum when RRHA determines the Tenant (or their household member or guest) to be smoking in a restricted area. Any breach of this Addendum is a breach of the Lease, and the parties are afforded all rights and obligations pursuant thereto, subject to the further terms and conditions of this Addendum.

8. Remedies for breach:

a. **First breach.** Upon the first breach of this Addendum, Landlord may assess against the Tenant a fine not to exceed one hundred dollars (\$100.00).

b. **Second breach.** Upon the second breach of this Addendum, and pursuant to Paragraph 10(E) of the Lease and Chapter 21, Section (C)(1) of the ACOP (as both may be hereafter amended), RRHA may issue the Tenant a 21-Day Notice of Non-Compliance of Lease (the "21/30 Notice"). Such 21/30 Notice shall state that if a third breach occurs within 21 days of such notice, a thirty (30) day lease termination notice will be issued.

c. **Third breach within eighteen months.** If the Tenant breaches this Addendum at any time within eighteen (18) months from the date of the 21/30 Notice, RRHA may, pursuant to Paragraph 10(E) of the Lease and Chapter 21, Section (C)(1) of the ACOP (as both may hereafter be amended), issue the Tenant a thirty (30) day lease termination notice.

d. **Third breach after eighteen months.** If the Tenant breaches this Addendum more than eighteen (18) months after the date of the 21/30 Notice, such breach shall be considered a "first breach" in accordance with Paragraph 8(a) of this Addendum.

9. Landlord Not a Guarantor of Smoke-Free Environment: Tenant acknowledges that Landlord's execution of this Addendum does not make the Landlord or any of its managing agents the guarantor of Tenant's health, or of any smoke-free condition of the Premises or the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of this Addendum. Landlord is not required to take steps in response to smoking unless Landlord has a factual basis to believe smoking has occurred.

10. Disclaimer by Landlord: Tenant acknowledges that Landlord's designation of the Community as smoke-free does not in any way change the standards of care that the Landlord or managing agent would have to a Tenant household to render Public Housing Premises designated as smokefree any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Public Housing Premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises will be free from smoke. Tenant acknowledges that the Landlord's ability to police, monitor or enforce the provisions of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other obligation under the Lease.

Tenant's Certification:

Tenant covenants and agrees that the Smoke Free Policy which is attached to and made a part of the Lease, or as hereafter adopted by Landlord to apply uniformly to all tenants, shall have the same force and effects 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 the Smoke Free Policy as a condition of the Lease.

Violations of the Smoke Free Policy may result in fines and or lease termination.

IN WITNESS WHEREOF, the parties have executed this Addendum this day_____of _____, 20__ in Richmond, Virginia.

Tenant: _____

Date:

Co-Tenant: _____

Date:

Property Address:

RRHA Representative: _____

Date:

Chapter 9.A.

REEXAMINATIONS

[24 CFR 960.257, 960.259, 966.4]

INTRODUCTION

This chapter is applicable until the PHA's HOTMA 102/104 compliance date. After this date, the PHA will follow policies as outlined in Chapter 9.B of the model policy.

With the exception of non-public housing over income families, the PHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the PHA must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires the PHA to offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim reexaminations.

Part I: Annual Reexaminations for Families Paying Income Based Rents. This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

Part II: Reexaminations for Families Paying Flat Rents. This part contains the PHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every three years. This part also contains the PHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Reexaminations. This part includes HUD requirements and PHA policies related to when a family may and must report changes that occur between annual reexaminations.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part describes the policies that affect these calculations during a reexamination.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

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PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME-BASED RENTS [24 CFR 960.257]

9-I.A. OVERVIEW

For those families who choose to pay income-based rent, the PHA must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. PHAs also have the option of using a Safe Harbor income verification from another federal means-tested program to verify gross annual income. Chapter 7 contains the PHA's policies related to use of Safe Harbor income verifications. For any non-public housing over income families, the PHA may not conduct an annual reexamination of family income. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point for the purposes of lease enforcement or eviction.

The PHA is required to obtain all of the information necessary to conduct reexaminations. How that information will be collected is left to the discretion of the PHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

This part contains the PHA's policies for conducting annual reexaminations.

9-I.B STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 960.257]

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income but is not required to verify non-fixed income amounts. If the family receives less than 90 percent of its income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually.

RRHA Policy

RRHA may streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. RRHA will document in the file how the determination that a source of income was fixed was made.

If a family member with a fixed source of income is added, RRHA will use third-party verification of all income amounts for that family member.

If verification of the COLA or rate of interest is not available, RRHA will obtain third-party verification of income amounts.

Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.

Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed sources.

9-I.C. SCHEDULING ANNUAL REEXAMINATIONS

The PHA must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12-month period [24 CFR 960.257(a)(1)].

RRHA Policy

Generally, RRHA will schedule annual reexaminations to coincide with the family's anniversary date. RRHA will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, the PHA will perform a new annual reexamination, and the anniversary date will be changed.

The PHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA. However, PHAs should give tenants who were not provided the opportunity to provide contact information at the time of admission the option to complete Form HUD-92006 at this time. The PHA should provide the family with the opportunity to update, change, or remove information from the HUD-92006 at the time of the annual reexamination [Notice PIH 2009-36].

RRHA Policy

Families are required to submit the annual reexamination online through the Rent Café' Resident Portal. All household members over the age of 18 must complete and sign (electronically). If submitting the application online poses a hardship because of a family member's disability, the family should contact the PHA to request reasonable accommodation or if the family needs assistance completing the online Reexamination. (See Chapter 2).

Notification of annual reexamination interviews will be sent by first-class mail and via email. The letter will contain the date the online reexamination is due to be completed (10 business days of the date of notice). In addition, it will inform the family of the information and documentation that will need to be uploaded.

A reminder letter will be sent to the family prior to the scheduled due date.

If a family fails to submit the online Recertification, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

An advocate, interpreter, or other assistant may assist the family in the online process.

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9-I.D. CONDUCTING ANNUAL REEXAMINATIONS

The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit [24 CFR 966.4(c)(2)].

RRHA Policy

Families will be asked to upload all required information to the Rent Café' Resident Portal. The required information will include a PHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide by the stated deadline must be provided within 10 business days of the due date. 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 in accordance with the policies in Chapter 13.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

RRHA Policy

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 screening requirements as outlined in Chapter 3 (Eligibility) may result in termination of the lease.

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 14- 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:

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determination as outlined in Chapter 14- 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.

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

RRHA Policy

At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 13.)

Compliance with Community Service

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

9-I.E. EFFECTIVE DATES

As part of the annual reexamination process, the PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

RRHA Policy

In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 60 days in advance.

If less than 60 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 60-day notice period.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the tenant rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS [24 CFR 960.253(f)]

9-II.A. OVERVIEW

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.253(f)]. The PHA is only required to provide the amount of income-based rent the family might pay in those years that the PHA conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)]. However, these regulations are not applicable to over-income families. Once an over-income determination is made, the PHA must conduct an interim reexamination at 12 and 24 months, as applicable, to determine if the family remains over-income [Notice PIH 2023-03].

As it does for families that pay income-based rent, the PHA must also review compliance with the community service requirement for families with nonexempt individuals.

This part contains the PHA's policies for conducting reexaminations of families who choose to pay flat rents.

9-II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION

Frequency of Reexamination

RRHA Policy

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every three years.

However, for flat rent families who become over-income, this policy will not apply. The PHA will instead conduct an interim reexamination at 12 and 24 months following the initial over-income determination as needed to verify the family remains over-income. The family will continue to be given a choice between income-based and flat rent at each annual reexamination during the over-income grace period.

If the family is subsequently determined to no longer be over-income:

If the determination is the result of an annual reexamination, the family will be given a choice between income-based or flat rent at reexam. If the family selects flat rent, the PHA will resume reexamination of family income and composition once every three years.

If the determination is as a result of an interim reexamination, the PHA will conduct an annual reexamination for the family at their next scheduled annual date. If the family selects flat rent, the PHA will resume reexamination of family income and composition once every three years. Families will only be given the choice between income-based and flat rent at annual reexamination.

Reexamination Policies

RRHA Policy

In conducting full reexaminations for families paying flat rents, the PHA will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9-I.B through 9-I.D above.

A. 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.

B. 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.

C. 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.
5. 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.

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.

ents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR.

9-II.C. REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)

As noted above, full reexaminations are conducted every three years for families paying flat rents. In the years between full reexaminations, regulations require the PHA to conduct a reexamination of family composition (“annual update”) [24 CFR 960.257(a)(2)].

The annual update process is similar to the annual reexamination process, except that the PHA does not collect information about the family’s income and expenses, and the family’s rent is not recalculated following an annual update.

Scheduling

The PHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

PHA Policy

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.

In scheduling the annual update, the PHA will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth in Section 9-I.B. above.

Conducting Annual Updates

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

RRHA Policy

Generally, the family will not be required to attend an interview for an annual update. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail or online and will inform the family of the information and documentation that must be provided to the PHA. The family will have 10 business days to submit the required information to the PHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. The PHA will accept required documentation by mail, by email, by fax, or in person.

If the family’s submission is incomplete, or the family does not submit the information in the required time frame, the PHA will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the PHA.

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 in accordance with the policies in Chapter 13.

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

RRHA Policy

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process.

Compliance with Community Service

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

PART III: INTERIM REEXAMINATIONS [24 CFR 960.257; 24 CFR 966.4]

9-III.A. OVERVIEW

Family circumstances may change during the period between annual reexaminations. HUD and PHA policies define the types of information about changes in family circumstances that must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes. HUD regulations also permit the PHA to conduct interim reexaminations of income or family composition at any time.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition change. The PHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and PHA policies that describe the changes families are *required* to report, the changes families *may choose* to report, and how the PHA will process both PHA- and family-initiated interim reexaminations.

9-III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to provisions of the public housing lease, the PHA has limited discretion in this area.

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

RRHA Policy

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates).

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 966.4(a)(1)(v)].

RRHA Policy

The family must inform the PHA of the birth, adoption, or court-awarded custody of a child within 10 business days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

The PHA may adopt reasonable policies concerning residence by a foster child or a live-in aide and defining the circumstances in which PHA consent will be given or denied. Under such policies, the factors considered by the PHA may include [24 CFR 966.4(d)(3)(i)]:

- Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- The PHA's obligation to make reasonable accommodation for persons with disabilities.

RRHA Policy

Families must request PHA 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 unit for more than seven (7) consecutive days or more than a total of 30 days in any 12-month period and therefore no longer qualifies as a "guest." Requests must be made online through the Resident Rent Café Portal and approved by the PHA prior to the individual moving into the unit.

If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the transfer policy in Chapter 12), the PHA will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3) and documentation requirements (See Chapter 7, Part II).

If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA 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.

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:

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.

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.

Departure of a Family or Household Member

RRHA Policy

If a family member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the PHA within 10 business days.

- a. 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.
- b. 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.
- c. 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.

9-III.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the PHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

RRHA Policy

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

PHA-initiated Interim Reexaminations

PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the PHA. They are not scheduled because of changes reported by the family.

RRHA Policy

The PHA will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the conclusion of the 24-month eligibility period.

If the family has reported zero income, the PHA will conduct an interim reexamination every 90 days as long as the family continues to report that they have no income.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination.

The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Reexaminations

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 960.257(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)].

Required Reporting

HUD regulations give the PHA the discretion to determine the circumstances under which families will be required to report changes affecting income.

RRHA Policy

Families are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect.

The PHA will note the information in the tenant file but will not conduct an interim reexamination.

Families are not required to report any other changes in income.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]. The PHA must process the request if the family reports a change that will result in a reduced family income [PH Occ GB, p. 159].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

RRHA Policy

If a family reports a change that it was not required to report and that would result in an increase in the tenant rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the tenant rent, the PHA will conduct an interim reexamination. See Section 9-III.D. for effective dates.

Families may report changes in income or expenses at any time.

9-III.D. PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

RRHA Policy

The family ~~may~~ must notify RRHA of changes (income or household composition) in writing with in 10 business days of the change via the Rent Café Portal. ~~If the family provides oral notice, the PHA may also require the family to submit the changes in writing.~~ If for any reason the family is unable to access the portal, the family may submit the change in writing via email or in person to the management office until the issue is resolved or as a reasonable accommodation.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the PHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, online, by email, or in person, .

Effective Dates

The PHA must make the interim reexamination within a reasonable time after the family request [24 CFR 960.257(b)].

RRHA Policy

If the tenant rent is to *increase*:

The increase generally will be effective on the first of the month following 60 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the tenants rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

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PART IV: RECALCULATING TENANT RENT

9-IV.A. OVERVIEW

For those families paying income-based rent, the PHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

9-IV.B. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established.

RRHA Policy

Unless the PHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

9-IV.C. NOTIFICATION OF NEW TENANT RENT

The public housing lease requires the PHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the PHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the PHA's schedule of Utility Allowances for families in the PHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the PHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the PHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHA's grievance procedure [24 CFR 966.4(c)(4)].

RRHA Policy

The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

The Notice of Rent Change will be uploaded to the Rent Café Tenant Portal.

9-IV.D. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.

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Chapter 9.B.

REEXAMINATIONS UNDER HOTMA 102/104

[24 CFR 960.257, 960.259, 966.4]

INTRODUCTION

This chapter is applicable upon the PHA's HOTMA 102/104 compliance date. Prior to this date, the PHA will follow policies as outlined in Chapter 9.A. of the model policy.

With the exception of non-public housing over income families, the PHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the PHA must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires the PHA to offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim reexaminations.

Part I: Annual Reexaminations for Families Paying Income-Based Rents. This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

Part II: Reexaminations for Families Paying Flat Rents. This part contains the PHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every three years. This part also contains the PHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Reexaminations. This part includes HUD requirements and PHA policies related to when a family may and must report changes that occur between annual reexaminations.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part describes the policies that affect these calculations during a reexamination.

Part V: Non-Interim Reexamination Transactions. This part describes transactions that do not entail changes to the family's adjusted income.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

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PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME-BASED RENTS

24 CFR 960.257

9-I.A. OVERVIEW

For those families who choose to pay income-based rent, the PHA must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. With the exception of over-income families, who must have their income reviewed at 12 and 24 months, for flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. For any non-public housing over income families, the PHA may not conduct an annual reexamination of family income. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point for the purposes of lease enforcement or eviction.

The PHA is required to obtain all the information necessary to conduct reexaminations. How that information will be collected is left to the discretion of the PHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

Unlike when performing an interim reexamination or at intake, at annual reexamination, the PHA must determine the income of the family for the previous 12-month period, except where the PHA uses a streamlined income determination. Income from assets, however, is always anticipated, irrespective of the income examination type [Notice PIH 2023-27]. PHAs also have the option of using Safe Harbor income verification from another federal means-tested program to verify gross annual income. Chapter 7 contains the PHA's policies related to streamlined income determinations and the use of Safe Harbor income verifications.

This part contains the PHA's policies for conducting annual reexaminations.

9-I.B. SCHEDULING ANNUAL REEXAMINATIONS

The PHA must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12-month period [24 CFR 960.257(a)(1)].

RRHA Policy

Generally, the PHA will schedule annual reexaminations to coincide with the family's anniversary date. The PHA will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, the PHA will perform a new annual reexamination, and the anniversary date will be changed.

The PHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA. However, PHAs should give tenants who were not provided the opportunity to provide contact information at the time of admission the option to complete Form HUD-92006 at this time. The PHA should provide the family with the opportunity to update, change, or remove information from the HUD-92006 at the time of the annual reexamination [Notice PIH 2009-36].

RRHA Policy

Families are required to submit the annual reexamination online through the Rent Café Resident Portal. All household members over the age of 18 must complete and sign (electronically). If submitting the application online poses a hardship because of a family member's disability, the family should contact RRHA to request a reasonable accommodation or if the family needs assistance completing the online Reexamination. (See Chapter 2).

Notification of annual reexamination interviews will be sent via email. The letter will contain the date the online reexamination is due to be completed (10 business days of the date of notice). In addition, it will inform the family of the information and documentation that will need to be uploaded.

A reminder letter will be sent to the family prior to the scheduled due date.

If a family fails to submit the online Recertification, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

An advocate, interpreter, or other assistant may assist the family in the interview online process.

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9-I.C. CONDUCTING ANNUAL REEXAMINATIONS

The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit [24 CFR 966.4(c)(2)].

RRHA Policy

Families will be required to upload all required information to the online Rent Café' Resident Portal. The required information will include a PHA-designated reexamination form as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide ~~at the time of the interview~~ by the stated deadline must be provided within 10 business days of the ~~interview~~ due date. 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 in accordance with the policies in Chapter 13.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

9-I.D. CALCULATING ANNUAL INCOME AT ANNUAL REEXAMINATION [24 CFR 5.609(c)(2) and Notice PIH 2023-27]

The PHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA uses a streamlined income determination as indicated in Chapter 7 of this policy. The PHA may also use Safe Harbor income determinations dated within the last 12 months from a means-tested federal public assistance program at annual reexamination as outlined in Chapter 7 of this policy.

Except when using streamlined or Safe Harbor income determinations, in determining the income of the family for the previous 12-month period, any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination in accordance with PHA policies and 24 CFR 5.657(c) or 960.257(b) must be considered.

Income from assets is always anticipated, irrespective of the income examination type.

A change in income may be a loss of income or the addition of a new source of income. Changing to a different employer in the prior year does not necessarily constitute a change if the income earned from either employer is substantially the same. The PHA should look at the entirety of the family's unearned income and earned income from the prior year in which earned income may have been one constant job or many different jobs that start and stop.

Cost of Living Adjustments (COLA) to Social Security income and Social Security disability income are always considered changes to income because the COLA is an adjustment that automatically occurs annually by law. See Chapter 6 for PHA policies on when the COLA is applied and Chapter 7 on streamlined determination of income for inflationary adjustments.

Notice PIH 2023-27 lists the following steps to calculate both earned and unearned income at annual reexamination.

Step 1: The PHA determines annual income for the previous 12-month period by reviewing the following information:

- The EIV Income Report pulled within 120 days of the effective date of the annual reexamination;
- The income reported on the most recent HUD-50058; and
- The amount of prior-year income reported by the family on the PHA's annual reexamination paperwork.

Step 2: The PHA takes into consideration any interim reexamination of family income completed since the last annual reexamination.

- If there was an interim reexamination performed within the last reexamination cycle and there are no additional changes, the PHA must use the annual income from the interim to determine the family's total annual income. The PHA may use verification obtained from the interim for this step.
- If the PHA did not perform an interim or there have been changes since the last reexamination, the PHA moves to Step 3.

Step 3: If there were changes in annual income not processed by the PHA since the last reexamination, the PHA must use current income. The family will be required to report their income for the prior year and whether there have been permanent changes.

If there are no reported changes to an income source, the PHA may use documentation of prior-year income to calculate the annual income. For example, the PHA may use the following documentation:

- EIV + self-certification (wages, Supplemental Security Income (SSI), Social Security, and unemployment)
- Current written third-party verification from the source verifying prior-year income that is dated within 120 days of receipt by the PHA, for example:
 - Year-end statements
 - Paystub with year-to-date amounts
 - Tax forms (Form 1040, W2, 1099, etc.)

If there are reported changes by the family or the PHA notes discrepancies between EIV and what the family reports, the PHA must follow the verification hierarchy (described in Chapter 7) to document and verify income. Exhibit 9-1 provides detailed examples of how the PHA calculates income from different sources at annual reexamination using the above method.

RRHA Policy

When income is calculated using a streamlined income determination or Safe Harbor determination from a means-tested federal public assistance program in accordance with PHA policies in Chapter 7, the above is not applicable. However, where the family disagrees with the PHA or other agency's determination of income or the PHA has other reason to use third-party verification in these circumstances, then the above will apply.

9-I.E. OTHER CONSIDERATIONS

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

RRHA Policy

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 in this ACOP (Chapter 3- Eligibility) may result in termination of the lease.

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

PHA Policy

At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the

accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 13.)

Compliance with Community Service

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

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9-I.F. EFFECTIVE DATES

As part of the annual reexamination process, the PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

RRHA Policy

In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 60 days in advance.

If less than 60 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 60 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the tenant rent will be applied retroactively to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the tenant rent will be applied prospectively from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

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PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS

[24 CFR 960.253(f)]

9-II.A. OVERVIEW

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.253(f)]. The PHA is only required to provide the amount of income-based rent the family might pay in those years that the PHA conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)]. However, these regulations are not applicable to over-income families. Once an over-income determination is made, the PHA must conduct an interim reexamination at 12 and 24 months, as applicable, to determine if the family remains over-income [Notice PIH 2023-03].

As it does for families that pay income-based rent, the PHA must also review compliance with the community service requirement for families with nonexempt individuals.

This part contains the PHA's policies for conducting reexaminations of families who choose to pay flat rents.

9-II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION

Frequency of Reexamination

PHA Policy

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every three years.

However, for flat rent families who become over-income, this policy will not apply. The PHA will instead conduct an interim reexamination at 12 and 24 months following the initial over-income determination as needed to verify the family remains over-income. The family will continue to be given a choice between income-based and flat rent at each annual reexamination during the over-income grace period.

If the family is subsequently determined to no longer be over-income:

If the determination is the result of an annual reexamination, the family will be given a choice between income-based or flat rent at reexam. If the family selects flat rent, the PHA will resume reexamination of family income and composition once every three years.

If determination is as a result of an interim reexamination, the PHA will conduct an annual reexamination for the family at their next scheduled annual date. If the family selects flat rent, the PHA will resume reexamination of family income and composition once every three years. Families will only be given the choice between income-based and flat rent at annual reexamination.

Reexamination Policies

PHA Policy

In conducting full reexaminations for families paying flat rents, the PHA will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9-I.B through 9-I.E above.

A. 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.

B. 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.
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.

C. 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.

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9-II.C. REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)

As noted above, if full reexaminations are conducted every three years for families paying flat rents, in the years between full reexaminations, regulations require the PHA to conduct a reexamination of family composition (“annual update”) [24 CFR 960.257(a)(2)]. Over-income families who select the flat rent are not subject to annual update as their income must be reviewed, and an interim reexamination conducted, at 12 and 24 months as applicable.

The annual update process is similar to the annual reexamination process, except that the PHA does not collect information about the family’s income and expenses, and the family’s rent is not recalculated following an annual update.

Scheduling

The PHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

RRHA Policy

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.

In scheduling the annual update, the PHA will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth in Section 9-I.B. above.

Conducting Annual Updates

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

RRHA Policy

Generally, the family will not be required to attend an interview for an annual update. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail and email and will inform the family of the information and documentation that must be provided to the PHA. The family will have 10 business days to submit the required information to the PHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. The PHA will accept required documentation online, by mail, by email, by fax, or in person.

If the family’s submission is incomplete, or the family does not submit the information in the required time frame, the PHA will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the PHA.

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 in accordance with the policies in Chapter 13.

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

RRHA Policy

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process.

Compliance with Community Service

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

PART III: INTERIM REEXAMINATIONS

24 CFR 960.257(b); 24 CFR 966.4; and Notice PIH 2023-27

9-III.A. OVERVIEW

Family circumstances may change during the period between annual reexaminations. HUD and PHA policies define the types of information about changes in family circumstances that must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes.

A family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the family request or when the PHA becomes aware of a change in the family's adjusted income that must be processed in accordance with HUD regulations. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but the PHA generally should conduct the interim reexamination not longer than 30 days after the PHA becomes aware of changes in income.

Notice PIH 2023-27 changes the conditions under which interim reexaminations must be conducted, codifies when interim reexaminations should be processed and made effective, and requires related changes for annual reexaminations and streamlined income determinations. When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income.

9-III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

Reporting

PHAs must require families to report household composition changes; however, PHAs determine the timeframe in which reporting happens [Notice PIH 2023-27]. The PHA must adopt policies prescribing when and under what conditions the family must report changes in family composition [24 CFR 960.257(b)(5)].

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

RRHA Policy

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates) within 10 business days of the change.

New Family Members **Not** Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 966.4(a)(1)(v)].

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

The PHA may adopt reasonable policies concerning residence by a foster child or a live-in aide and defining the circumstances in which PHA consent will be given or denied. Under such policies, the factors considered by the PHA may include [24 CFR 966.4(d)(3)(i)]:

- Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- The PHA's obligation to make reasonable accommodation for persons with disabilities.

RRHA Policy

Families must request PHA approval to add a new family member (other than due to birth, adoption, or court-awarded custody), live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than seven consecutive days or a total of 30 cumulative calendar days during any 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing through the Resident Rent Café Portal and approved by the PHA prior to the individual moving into the unit.

If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the transfer policy in Chapter 12), the PHA will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3) and documentation requirements (See Chapter 7, Part II).

If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA 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.

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.

Adult children who previously participated in the RRHA Public Housing Program as a family member will be denied readmission unless granted a reasonable accommodation or as waived by

the Director of Public Housing or his/her designee.

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Departure of a Family or Household Member

The family must promptly notify the PHA if any household member (including a live-in aide, foster child, or foster adult) no longer lives in the unit. The PHA must process an interim for all decreases in adjusted income when a family member permanently moves out of the unit.

RRHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

The PHA will process an interim if the family's adjusted income will decrease as a result of a family member permanently moving out of the unit.

- a. 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.
- b. 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.

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.

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.

9-III.C. CHANGES AFFECTING INCOME OR EXPENSES

RRHA Policy

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

Interim reexaminations for changes in income or expenses may be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

The PHA must estimate the income of the family for the upcoming 12-month period to determine family income for an interim reexamination [24 CFR 5.609(c)(1)]. Policies for projecting income are found in Chapter 6.

Interim Decreases [24 CFR 960.257(b)(2) and Notice PIH 2023-27]

A family may request an interim determination of family income for any change since the last determination. However, the PHA may decline to conduct an interim reexamination if the PHA estimates the family's adjusted income will decrease by an amount that is less than 10 percent of the family's adjusted income. The PHA may set a lower threshold in PHA policy such as performing an interim for any decreases in adjusted income, although HUD prohibits the PHA from setting a dollar-figure threshold.

However, while the PHA has some discretion, HUD requires that the PHA perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

- When there is a decrease in family size attributed to the death of a family member; or
- When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

In the above circumstances, the PHA must perform an interim reexamination for any decrease in adjusted income.

If the net effect of the changes in adjusted income due to a decrease in family size results in no change or an increase in annual adjusted income, then PHA must process the removal of the household member(s) as a non-interim reexamination transaction without making changes to the family's annual adjusted income.

RRHA Policy

RRHA will conduct an interim reexamination any time the family's adjusted income has decreased by any amount.

Interim Increases [24 CFR 960.257(b)(3) and Notice PIH 2023-27]

Increases Less than 10 Percent

PHAs must not process interim reexaminations for income increases that result in less than a 10 percent increase in annual adjusted income.

Increases 10 Percent or Greater

PHAs must conduct an interim reexamination of family income when the PHA becomes aware that the family's adjusted income has changed by an amount that the PHA estimates will result in an increase of 10 percent or more in adjusted income, with the following exceptions:

- PHAs may not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
- PHAs may choose not to conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date.

When the family previously received an interim reexamination for a decrease to adjusted income during the same annual reexamination cycle, a PHA has the discretion whether to consider a subsequent increase in earned income.

RRHA Policy

When a family reports an increase in their earned income between annual reexaminations, the PHA will not conduct an interim reexamination, regardless of the amount of the increase, and regardless of whether there was a previous decrease since the family's last annual reexamination.

The PHA will process an interim reexamination for any increases in unearned income of 10 percent or more in adjusted income.

The PHA will not perform an interim reexamination when a family reports an increase in income (whether earned or unearned income) within three months of their annual reexamination effective date. However, families who delay reporting income increases until the last three months of their certification period may be subject to retroactive rent increases in accordance with the PHA policies in Chapter 15.

Concurrent Increases in Earned and Unearned Income [Notice PIH 2023-27]

When the family reports an increase in both earned and unearned income at the same time, the PHA must look at the earned and unearned income changes independently of each other to determine if an interim reexamination is performed. The PHA will only conduct an interim reexamination when the increase independently meets the 10 percent threshold and all other requirements for performing interim reexaminations. For example, if a family reported increases in both earned and unearned income that overall resulted in a 12 percent increase in their adjusted income, but the change in earned income represented a 7 percent increase and the change in unearned income represented a 5 percent increase, the PHA may not perform an interim for either change since neither change meets the 10 percent threshold amount independently. If the change in unearned income met the 10 percent threshold in this case, the PHA would be required to perform an interim. If the change in earned income met the 10 percent threshold in this case, the PHA would refer to PHA policy to determine whether an interim was required.

Cumulative Increases [Notice PIH 2023-27]

A series of smaller reported increases in adjusted income may cumulatively meet or exceed the 10-percent increase threshold, at which point the PHA must conduct an interim reexamination in accordance with PHA policy.

Public Housing Over-Income Families [24 CFR 960.507(c); Notice PIH 2020-3; and Notice PIH 2023-27]

Regardless of changes in adjusted income, in some circumstances the PHA is required to conduct an interim reexamination to determine whether a family's income continues to exceed the public housing over-income limit. PHAs are required to conduct income examinations of public housing families who have been determined to exceed the over-income limit at specific intervals. When a PHA makes an initial determination that a family is over-income during an interim reexamination, the PHA must conduct a second interim reexamination 12 months after the over-income determination, and then again 12 months after the second over-income determination, unless the family's income falls below the over-income limit during the 24-month period. This continued evaluation of the family's over-income status requires the PHA to notify any family that exceeds the over-income limit that they remain over the income limit, even if the family is paying the flat rent [24 CFR 960.253]. An interim income reexamination to determine if a public housing family remains over-income does not reset the family's normal annual reexamination date.

Family Reporting

The PHA must adopt policies consistent with HUD regulations prescribing when and under what conditions the family must report a change in family income or composition [24 CFR 960.257(b)(5)].

PHA policy may require families to report only changes that the family estimates meet the threshold for an interim reexamination or the PHA may establish policies requiring that families report all changes in income and household composition, and the PHA will subsequently determine if the change requires an interim reexamination [Notice PIH 2023-27].

When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income. For example, if the family is reporting a decrease in adjusted income that is more than 10 percent, but the family also had a change in assets that would result in a change in income, the change in assets must also be reviewed [Notice PIH 2023-27].

RRHA Policy

The family will be required to report all changes in income regardless of the amount of the change, whether the change is to earned or unearned income, or if the change occurred during the last three months of the certification period. Families must report changes in income within 10 business days of the date the change takes effect. The family must notify the PHA of changes (in income, household composition, etc.) in writing, within 10 business days of the change through the online Rent Café' Portal. If the family is unable to access the portal, the family may submit the change in writing via email or in person to the management office until the portal issue is resolved or as a reasonable accommodation request.

Within 10 business days of the family reporting the change, the PHA will determine whether the change will require an interim reexamination.

If the change will not result in an interim reexamination, the PHA will note the information in the tenant file but will not conduct an interim reexamination. The PHA will send the family written notification (which may be emailed) within 10 business days of making this determination informing the family that the PHA will not conduct an interim reexamination.

If the change will result in an interim reexamination, the PHA will determine the documentation the family will be required to submit based on the type of change reported and PHA policies in Chapter 7. The PHA will ask the family to report changes in all aspects of adjusted income at this time. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, email, or in person. The PHA will conduct the interim within a reasonable time period based on the amount of time it takes to verify the information.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

9-III.D. EFFECTIVE DATES

Changes Reported Timely [24 CFR 960.257(b)(6) and Notice PIH 2023-27]

If the family reports a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must provide the family with ~~30~~ 60 days advance written notice. The rent increase is effective the first of the month after the end of that ~~30-~~ 60day notice period.
- Rent decreases are effective on the first of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease will be applied retroactively.

Changes Not Reported Timely [24 CFR 960.257(b)(6)(ii) and (iii) and Notice PIH 2023-27]

If the family failed to report a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must implement any resulting rent increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income.
- For rent decreases, the PHA must implement the change no later than the first rent period following completion of the interim reexamination.

However, the PHA may choose to adopt a policy that would make the effective date of the rent decrease retroactive to the first of the month following completion of the reexamination. PHAs may choose to establish conditions or requirements for when such a retroactive application would apply. PHAs that choose to adopt such policies must ensure the earliest date that the retroactive decrease is applied is the later of:

- The first of the month following the date of the change that led to the interim reexamination; or
- The first of the month following the most recent previous income examination.

In applying a retroactive change in rent as the result of an interim reexamination, the PHA must clearly communicate the effect of the retroactive adjustment to the family so that there is no confusion over the amount of the rent that is the family's responsibility.

RRHA Policy

In general, when the family fails to report a change in income or family composition timely, and the change would lead to a rent decrease, the PHA will apply the decrease the first of the month following completion of the interim reexamination.

However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances such as a natural disaster or disruptions to PHA management operations. The PHA will decide to apply decreases retroactively on a case-by-case basis.

When the PHA applies the results of interim increases retroactively, the PHA will clearly communicate the effect of the retroactive adjustment to the family and may enter into a repayment agreement in accordance with PHA policies.

PART IV: RECALCULATING TENANT RENT

9-IV.A. OVERVIEW

For those families paying income-based rent, the PHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

9-IV.B. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established.

RRHA Policy

Unless the PHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

9-IV.C. NOTIFICATION OF NEW TENANT RENT

The public housing lease requires the PHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the PHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the PHA's schedule of Utility Allowances for families in the PHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the PHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the PHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHA's grievance procedure [24 CFR 966.4(c)(4)].

RRHA Policy

The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

9-IV.D. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.

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PART V: NON-INTERIM REEXAMINATION TRANSACTIONS

Notice PIH 2023-27

Families may experience changes within the household that do not trigger an interim reexamination under PHA policy and HUD regulations, but which HUD still requires the PHA to report via Form HUD-50058. These are known as *non-interim reexamination transactions*. In these cases, PHAs will submit a separate, new action code on Form HUD-50058. The following is a list of non-interim reexamination transactions:

- Adding or removing a hardship exemption for the childcare expense deduction;
- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first);
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;
- Adding or removing a minimum rent hardship;
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's EID or excluding 50 percent (decreased from 100 percent) of a family member's increase in employment income at the start of the second 12-month EID period;
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/updating a family or household member's Social Security number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).

PHAs must make all other changes to assets, income, and deductions at the next annual or interim reexamination of income, whichever is sooner.

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EXHIBIT 9-1: CALCULATING INCOME AT ANNUAL REEXAMINATION

Example 1: Calculating Annual Income at Annual Reexamination Using EIV

Staff are processing the 3/1/2024 annual reexamination for Ruby Myers and her minor daughter, Georgia. No interim reexaminations have been processed, and Ruby has not reported any changes to annual income to the PHA since the 3/1/2023 annual reexamination. The SSA- published 2024 COLA is 7 percent.

Last reexamination – 3/1/2023 Annual Reexamination

Ruby:

Georgia:

Wages: \$30,000

SSI: \$10,980 (\$915 monthly)

The EIV report pulled on 12/15/2023

Ruby:

Georgia:

Wages Total: \$33,651

SSI Total: \$10,980

Quarter 3 of 2023: \$8,859 (City Public School)

2023 benefit \$915 monthly

Quarter 2 of 2023: \$8,616 (City Public School)

Quarter 1 of 2023: \$8,823 (City Public School)

Quarter 4 of 2022: \$7,353 (City Public School)

<u>Income Reported on Reexamination Application</u>	
Ruby: <u>Wages at City Public School: \$32,000</u> (switched jobs but no permanent change to amount)	Georgia: <u>SSI benefits: \$10,980 (no changes)</u>
<u>Calculating Ruby's wages:</u> Step 1: Determine prior annual income from EIV (i.e., Q4 2022 through Q3 of 2023: \$33,651). Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). Step 3: Ruby certifies that the \$33,651 of wages in EIV is accurate and reflects her current annual income, so the PHA will use \$33,651 for annual wages for the 3/1/2024 annual reexamination given there have been no additional changes to annual income.	<u>Calculating Georgia's SSI benefit:</u> Step 1: Determine the prior annual income from EIV (i.e., \$915 x 12 months: \$10,980). Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). Step 3: Ruby certifies the SSI income in EIV is accurate and reflects Georgia's current annual income. The PHA must adjust the prior-year income (2023 SSI benefit) by the 7- percent COLA and will use this amount to calculate annual SSI income for the 3/1/2024 annual reexamination: COLA: \$64.05 (\$915 x 0.07) New gross SSI benefit: \$11,748.60 (\$979.05 x 12 months)
If Ruby did not agree with the annual wages reported in EIV, the PHA/MFH Owner would be required to verify her current income in accordance with HUD's verification hierarchy.	
<u>Summary of Annual Income (as reported on the HUD-50058)</u>	
Ruby (Head of Household): Other Wage: \$33,651 Myers Family Total Annual Income: \$45,399	Georgia (Other Youth Under 18): SSI: \$11,748

**Example 2: Calculating Annual Income at Annual Reexamination Using EIV:
Family Disagrees with EIV**

Staff are processing Paul Hewson's 5/1/2024 annual reexamination. Since the last annual reexamination, Paul reported a decrease in annual income that exceeded 10 percent. Last year, Paul reported a decrease in earned income because he transferred from a full-time job at Sasha's Sweets to a part-time job at Viking Bakery. Following HUD's EIV verification hierarchy, staff confirmed Paul was no longer employed at Sasha's Sweets and decreased his anticipated annual income from \$28,000 to \$7,500 resulting from his new part-time employment at Viking Bakery; an interim reexamination was processed effective 7/1/2023. After the 7/1/2023 interim, Paul worked briefly at two different jobs, but he says he is no longer working and is not planning to work.

5/1/2023 Annual Reexamination

Wages: \$28,000

The EIV report pulled on 1/15/2024

Wages Total: \$18,271

Quarter 3 of 2023: \$2,500 (Viking Bakery)

Quarter 3 of 2023: \$796 (Sweet Tooth Candy Bar)

Quarter 2 of 2023: \$1,300 (Sasha's Sweets)

Quarter 2 of 2023: \$584 (Larry's Concessions)

Quarter 2 of 2023: \$2,401 (Viking Bakery)

Quarter 1 of 2023: \$6,500 (Sasha's Sweets)

Quarter 4 of 2022: \$600 (Sasha's Sweets)

SS/SSI: No history of benefits

<u>Income Reported on Reexamination Application</u>
<u>Wages: \$0 (permanent change; no longer receiving)</u>
<u>Social Security: \$14,400 (\$1,200 monthly)</u>
Paul certified on the PHA's annual reexamination paperwork that he does not agree with the annual wages of \$18,271 reported in EIV and it is not reflective of his current anticipated annual income. He reported he is currently unemployed, and provided a copy of an award letter from the Social Security Administration to document that he will begin receiving a monthly disability benefit of \$1,200 effective 3/1/2024.
<u>Calculating Wages and SS Benefit</u>
Step 1: Determine prior annual income taking into consideration the 7/1/2023 interim reexamination (i.e., EIV wages reflected Q4 2022 through Q3 2023: \$18,271) Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there was a 7/1/2023 interim that reduced wages to \$7,500. Step 3: Obtain documentation to verify current income and confirm Paul is no longer employed at Viking Bakery or The Sweet Tooth Candy Bar (the employers reported in the most recent quarter of EIV). This step is necessary, because Paul did not agree with the EIV income report or income reported on the last interim reexamination. Paul reported that he is no longer working at all. Process the annual reexamination effective 5/1/2024 using annual SS income of \$14,400 and \$0 wages.
<u>Summary of Annual Income (as reported on the HUD-50058)</u>
Paul (Head of Household): \$14,400 (SS) Hewson Family Total Annual Income: \$14,400

Example 3: Calculating Annual Income at Annual Reexamination

Staff are processing the 11/1/2024 annual reexamination for Samantha and Fergus Pool, head of household and spouse. On 2/14/2024 Samantha reported her monthly child support payment was reduced from \$200 to \$100 per month, but an interim reexamination was not processed because the reduction in child support income for Samantha's daughter, Hailey, did not result in a decrease of 10 percent or more in annual adjusted income, and the PHA did not establish a lower threshold. Samantha did not report any additional changes to the PHA.

Last reexamination – 11/1/2023 Annual Reexamination

Samantha:

Business income: \$28,000

VA disability pension: \$12,000

Child support: \$2,400

Fergus:

Wages: \$8,250

Other non-wage income: \$3,000 (Go Fund Me online fundraiser)

The EIV report pulled on 9/16/2024

Samantha:

Wages Total: \$0 (no wage data reported since Q1 2023)

Fergus:

Wages Total: \$8,600

Quarter 1 of 2024: \$2,100 (Ian's Fish 'n' Chips)

Quarter 1 of 2024: \$500 (Claire's Healthcare Supplies)

Quarter 4 of 2023: \$1,000 (Claire's Healthcare Supplies)

Quarter 3 of 2023: \$1,800 (The Onion Garden Shop)

Quarter 2 of 2023: \$3,200 (Ivar's Fish Haus)

Current Family Circumstances: Income Reported on Reexamination Application

Samantha and Fergus reported how much income was earned/received in the previous 12-month period and noted permanent changes, where applicable, for each source of their income on PHA's annual reexamination form. However, no information was reported by the family concerning other non-wage income. Fergus reported only wages and his current employment at Ian's Fish 'n' Chips for the annual reexamination. The family supplied the supporting documentation noted below to the PHA for the 11/1/2024 annual reexamination.

Samantha:

Business income: \$28,750 (last year); has decreased to \$18,000 (permanent change)

VA disability benefit: \$12,000 (last year); has increased to \$12,300 (permanent change)

Child support: \$2,400 (last year); has decreased to \$1,200 (permanent change)

Fergus:

Wages: \$6,000

Calculating Samantha's Net Business Income

Step 1: Determine prior annual net business income (i.e., \$28,000 on last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: Adjust to reflect current net business income. Samantha reported on the annual reexamination application that business income permanently decreased to \$18,000. The PHA must obtain supporting documentation from Samantha that demonstrates current net business income. Samantha provided documentation that supported the current annual net business income is \$18,000. Process the annual reexamination effective 11/1/2024 using annual net business income determined in Step 3.

Calculating Samantha's VA Pension Income

Step 1: Determine prior annual VA pension income (i.e., \$12,000 supported by a VA award letter Samantha supplied that documents the prior year monthly VA pension was \$1,000).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The PHA needs to adjust to reflect current VA pension income. Samantha supplies a VA award letter showing a monthly pension of \$1,025, or \$12,300 annually. Process the annual reexamination effective 11/1/2024 using annual VA pension income determined in Step 3 (\$12,300 in this example).

Calculating Samantha's Child Support Income

Step 1: Determine prior annual child support income (i.e., \$2,400 on the last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination. The family reported a decrease from \$200 to \$100 monthly, but the change was not processed because it did not meet the threshold.

Step 3: The family reported changes, so the PHA must adjust to reflect current child support income. In this example, the family submitted a child support history report from the local child support office that documents regular \$100 monthly child supports payments beginning 3/1/2024 through the current month. Process the annual reexamination effective 11/1/2024 using current annual child support income determined in Step 3 (\$1,200 in this example).

Calculating Fergus' Wages

Step 1: Determine prior annual income from wages in EIV (i.e., Q2 2023 through Q1 of 2024: \$8,600).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: There is a discrepancy between what the family reported and EIV, so the PHA must verify and adjust to reflect current annual income from wages. Fergus reported \$6,000 in annual income from wages on the annual reexamination from a single employer, Ian's Fish 'n' Chips. The PHA projected annual income of \$7,800 based on the two paystubs for this employer, and EIV shows \$8,600 earned in the most recent four quarters in EIV. To complete Step 3, the PHA must do the following:

- Resolve the discrepancy between EIV wages, the \$6,000 annual income Fergus reported, and the \$7,800 projected based on the paystubs he provided, and
- Verify he is no longer employed at Claire's Healthcare Supplies in accordance with HUD's verification hierarchy and local policies.

The PHA determined that Fergus reported his net vs. gross annual income from wages, which he corrected on the annual reexamination form to reflect his current gross annual income of \$9,000. The PHA verified Fergus was no longer employed at Claire's Healthcare Supplies and obtained two additional paystubs. Based on four current and consecutive paystubs, Fergus is now projected to earn \$9,360 annually. Process the annual reexamination effective 11/1/2024 using income from wages determined in Step 3 (\$9,360 in this example).

Calculating Fergus' Other Non-Wage Income

Step 1: Determine prior annual income from other non-wage income (i.e., \$3,000 on the last HUD– 50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The family did not report any non-wage income on the annual reexamination form, but it was included on the last HUD–50058. The PHA must verify and adjust to reflect current non-wage income. The PHA must verify no income was received through a “Go Fund Me” online fundraiser so that it may be excluded. Fergus provided a self-certification that he hasn’t solicited funds online and doesn’t plan to in the following year; he also provided records from the account that documented no fundraising activity in the prior 12-month period. Process the annual reexamination effective 11/1/2024 using annual non-wage income of \$0 determined in Step 3.

Summary of Annual Income (as reported on the HUD-50058)

Samantha (Head of Household):

Own business: \$18,000

Pension: \$12,300

Child support: \$1,200

Fergus (Co-head):

Wages: \$9,360

Poole Family Total Annual Income: \$40,860

Chapter 10

PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

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 describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of RRHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the housing authority.

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.**

The chapter is organized as follows:

Part I: Service and Assistance Animals. This part explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: SERVICE AND ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705;
Notice FHEO 2020-01]

10-I.A. OVERVIEW

This part discusses situations under which permission for a service and assistance animal may be denied, and also establishes standards for the care of service and assistance animals.

Notice FHEO 2020-01 was published January 28, 2020. The notice provides guidance to help PHAs and other housing providers distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by the PHA's pet policies. FHEO 2020-01 makes clear that the notice is guidance and a tool for PHAs and other housing providers to use at their discretion and provides a set of best practices for addressing requests for assistance animals. The guidance in FHEO 2020-01 should be read together with HUD's regulations prohibiting discrimination under the Fair Housing Act (FHA) and the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act. Housing providers may also be subject to the Americans with Disabilities Act (ADA) and should therefore refer also to DOJ's regulations implementing Titles II and III of the ADA at 28 CFR Parts 35 and 36, in addition to DOJ's other guidance on assistance animals.

Service and assistance do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

Service and assistance animals are not pets and thus are not subject to RRHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

10-I.B. APPROVAL OF SERVICE AND ASSISTANCE ANIMALS [Notice FHEO 2020-01]

Service Animals

Notice FHEO 2020-01 states that PHAs should initially follow the Department of Justice (DOJ) analysis to assess whether an animal is a service animal under the Americans with Disabilities Act (ADA). Under the ADA, a *service animal (species: canis lupus familiaris)* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.

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.

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:

- Is the animal a dog? If not, the animal is not a service animal but may be another type of assistance animal for which an accommodation is needed (support animal).
- Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of the individual with a disability? If yes, further inquiries are inappropriate because the animal is a service animal. If not, it is advisable that the PHA limit its inquiries to the following two questions: (1) Is the animal required because of the disability? and (2) What work or task has the animal been trained to perform?

If the answer to question (1) is “yes” and work or a task is identified in response to question (2), grant the requested accommodation if otherwise reasonable. If the answer to either question is “no,” the animal does not qualify as a service animal but may be a support animal.

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.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

Assistance Animals (Animals other than Service Animals)

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 a support assistance animal within the meaning of this Chapter, RRHA will observe all applicable procedures articulated in RRHA's Reasonable Accommodation Procedures (Exhibit #2-3).

- If the person has an observable disability, the PHA already has information giving them reason to believe the person has a disability, or the person has provided information supporting that they have a disability, then has the person provided information that reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?
- If yes, is the animal commonly kept in households? An *animal commonly kept in households* also referred to as a **common household pet**, would be a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes. For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

General Considerations

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal [PH Occ GB, p. 179].

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the PHA is encouraged to engage in a good-faith dialog with the requestor called the "interactive process" [FHEO 2020-01].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others
- The animal is a species commonly known to have a 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).

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in Notice FHEO 2020-01 should be used in accordance with the reasonable accommodation policies in Chapter 2 for all requests for exceptions or modifications to the PHA's rules, policies, practices, and procedures so that persons with disabilities can have assistance animals in the housing where they reside.

PHAs have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

RRHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and RRHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals, including service animals, under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

RRHA Policy

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that 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 an assistance animal violates these policies, RRHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, RRHA may withdraw the approval of a particular assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

RRHA Policy

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:

The Resident must request and receive written formal approval from 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.

Refusal to Register Pets

RRHA Policy

RRHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

RRHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If RRHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of RRHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

Pet Agreement (Pet Addendum)

RRHA Policy

Residents who have been approved to have a pet must enter into a pet agreement by signing RRHA Pet Addendum, or the approval of the pet will be withdrawn.

The Pet Addendum is the resident's certification that they have received a copy of RRHA's pet policy and applicable house rules, that they have read the policies and/or rules, understand them, and agree to comply with them.

The resident further certifies by signing the Pet Addendum that they understand that noncompliance with RRHA's pet policy and applicable house rules may result in the withdrawal of RRHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

Cat declawing is not a requirement or condition of pet ownership in public housing and HUD encourages PHAs to refrain from engaging in this practice [New PH OCC GB, *Pet Ownership*, p. 9].

PHAs may not require pet owners to have any pet's vocal cords removed.

PHAs may not require pet owners to obtain or carry liability insurance.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

RRHA Policy

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

Pet Restrictions

RRHA Policy

The following animals are prohibited:

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.

Number of Pets

RRHA Policy

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.

Other Requirements

RRHA Policy

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.

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.

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 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.

Liability

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.

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.

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.

Size and Commercial Use of Pets

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.

Pets may not be bred or used for any commercial purposes on RRHA property.

Types of Pets

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.

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.

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.

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.

Rodents

Rodents may not be kept as pets in RRHA public housing.

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10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

RRHA Policy

All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.

Pets are not permitted on balconies.

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.

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.

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.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

RRHA Policy

With the exception of common areas as described in the previous policy, the RRHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, RRHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

RRHA Policy

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 "Type of Pets" section, pertaining to cat waste shall also prevail.

Noise

RRHA Policy

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.

Pet Care

RRHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet.

Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

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.

Unattended Pets

RRHA Policy

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.

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Inspections and Repairs

RRHA Policy

Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

Pets Temporarily on the Premises

RRHA Policy

Residents are prohibited from feeding or harboring stray animals.

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.

Resident agrees not to harbor, even temporarily, any more than a total of two-house pets per unit (except for fish, as described hereinabove).

Pet Rule Violations

RRHA Policy

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.

Notice of Policy Violation

If RRHA determines based on objective facts that a pet owner has violated a rule governing the owning or keeping of pets, 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:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
2. 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.

3. 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
4. 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.

Pet Policy Violation Private Conference

RRHA Policy

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

Notice for Pet Removal

RRHA Policy

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.

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.

Pet Removal

RRHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

RRHA Policy

RRHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

RRHA Policy

RRHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for RRHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

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PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees in elderly, disabled and mixed population developments.

10-III.B. PET DEPOSITS

Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

PHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits..

Pet Deposit Schedule

Type of Pet	Fee
Dog	\$100
Cat	\$100
Fish Aquarium or Container	\$0
Caged Pets	\$0

Any 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 RRHA at such time.

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

The pet deposit is not part of rent payable by the resident.

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and

fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

RRHA Policy

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.

10-III.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

RRHA Policy

RRHA requires pet owners to pay a non-refundable nominal pet fee.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

Landscaping costs

Pest control costs (i.e., fumigation of the dwelling apartment, flea elimination)

Insurance costs

Clean-up costs

Repair and replacement costs for the resident's dwelling apartment

A Pet Fee is required for each pet listed at the time of registration.

Schedule of Pet Fees

Type of Pet	Fee
Dog	\$50
Cat	\$50
Fish Aquarium or Container	\$0
Caged Pets	\$0

Any Pet Fee 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 RRHA at such time.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

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)].

10-IV.C. OTHER CHARGES

Pet-Related Damages During Occupancy

RRHA Policy

All reasonable expenses incurred by RRHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit

- Fumigation of the dwelling unit

- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.F, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

RRHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

PHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits.

Pet Deposit Schedule

Type of Pet	Fee
Dog	\$100
Cat	\$100
Fish Aquarium or Container	\$0
Caged Pets	\$0

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)]

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

RRHA Policy

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.

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10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

RRHA Policy

RRHA requires pet owners to pay a non-refundable nominal pet fee.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

Landscaping costs

Pest control costs (i.e., fumigation of the dwelling apartment, flea elimination)

Insurance costs

Clean-up costs

Repair and replacement costs for the resident's dwelling apartment

A Pet Fee is required for each pet listed at the time of registration.

Schedule of Pet Fees

Type of Pet	Fee
Dog	\$50
Cat	\$50
Fish Aquarium or Container	\$0
Caged Pets	\$0

Any Pet Fee 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 RRHA at such time.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

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)].

10-IV.D. OTHER CHARGES

Pet-Related Damages During Occupancy

RRHA Policy

All reasonable expenses incurred by RRHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.F, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

RRHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.

Chapter 11

COMMUNITY SERVICE

INTRODUCTION

This chapter explains HUD regulations requiring PHAs to implement a community service program for all nonexempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement into which the PHA has entered or plans to enter.

Community service is the performance of voluntary work or duties that are 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 [24 CFR 960.601(b)].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11-I.B. REQUIREMENTS

Each adult resident (18 and older) of the PHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).
- The required community service or self-sufficiency activity may be completed 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 each annual certification of compliance [Notice PIH 2015-12].

Definitions

Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

RRHA Policy

RRHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program
 - This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.
- Is 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, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.
- Is a member of a non-public housing over-income family.

Community Service [24 CFR 960.601(b), Notice PIH 2015-12]

Community service is the performance of voluntary work or duties that are 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).

Eligible community service activities include, but are not limited to, work at:

- 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 day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- 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
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

Pursuant to 24 C.F.R. § 960.609, no PHA may not substitute community service activity performed by a resident for work ordinarily performed by a PHA employee. However, residents may do community service on a PHA property or with or through RRHA programs to assist with or enhance work done by a PHA employee.

PHAs may form their own policy in regard to 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.

RRHA Policy

Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

Economic Self-Sufficiency Program [24 CFR 5.603(b), Notice PIH 2015-12]

For purposes of satisfying the community service requirement, 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.

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- 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
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- 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
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- 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:

- Promote social connections.
- Increase community safety, and/or
- 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):

- Primary caretaker of someone disabled or elderly (outside the resident's household).
- Providing Child Care for someone doing CSSR.

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

Notification Requirements [24 CFR 960.605(c)(2), Notice PIH 2015-12, Notice PIH 2016- 06]

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, such as found in Notice PIH 2015-12, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease. The family must also sign a certification at annual reexamination, such as found in Notice PIH 2015-12, certifying that they understand the requirement.

RRHA Policy

RRHA will provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request. The policy will notify the family that self-certification forms are subject to review by the RRHA.

On an annual basis, at the time of lease renewal, RRHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes nonexempt individuals, the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the 12-month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

RRHA Policy

Where the lease term does not coincide with the effective date of the annual reexamination, RRHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the RRHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination

Determination of Exemption Status

An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

RRHA Policy

At least ~~60~~30 days prior to lease renewal, RRHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or RRHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, RRHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance

The PHA must review resident family compliance with service requirements annually at least 30 days before the end of the 12-month lease term [24 CFR 960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met their service obligation.

RRHA Policy

Approximately 60 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the RRHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or RRHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

Change in Status between Annual Determinations

RRHA Policy

Exempt to Nonexempt Status

If an exempt individual becomes nonexempt during the 12-month lease term, it is the family's responsibility to report this change to the RRHA within 10 business days.

Within 10 business days of a family reporting such a change, or the RRHA determining such a change is necessary, the RRHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30-day notice.

Determination of Initial Compliance

When an adult family member becomes subject to community service, they must perform 8 hours of community service for the months they are subject to the requirement before the end of the lease term (anniversary date).

Example 1: Alberto Jones turns 18 on 5/10 and is not exempt from the community service requirement. His community service requirement begins on 6/1, and his initial compliance is reviewed before the end of the lease term (anniversary date), which is 11/30.

- Alberto must perform 6 months of community service in his initial compliance period, before the end of the lease term (anniversary date).

Example 2: Lisa Dewhurst leaves her job on 9/20 and is not exempt from the community service requirement. Her community service requirement begins on 10/1, and her initial compliance is reviewed before the end of the lease term (anniversary date), which is 6/30.

- Ms. Dewhurst must perform 9 months of community service in her initial compliance period, before the end of the lease term (anniversary date).

Nonexempt to Exempt Status

If a nonexempt person becomes exempt during the 12-month lease term, it is the family's responsibility to report this change to the RRHA within 10 business days. Any claim of exemption will be verified by the RRHA in accordance with the policy.

Within 10 business days of a family reporting such a change, or the RRHA determining such a change is necessary, the RRHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the RRHA is able to verify the exemption.

The exemption will be effective immediately.

11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4), 960.607, Notice PIH 2016-08]

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

RRHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the Community Service Exemption Certification form. RRHA will provide a completed copy to the family and will keep a copy in the tenant file.

The RRHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The RRHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the RRHA's determination, s/he can dispute the decision through the RRHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by the PHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide documentation required by the PHA. The PHA may require a self-certification or certification from a third party [24 CFR 960.607].

RRHA Policy

Residents may not self-certify, and must obtain an exemption form for Third-Party Verification, for any of the following exemptions:

- The resident is work-exempt via a state welfare/TANF/Social Security Administration (SSA) program with Third-Party Verification from the agency.
- 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.
- The resident is providing childcare for someone doing CSSR with Third-Party Verification by an established agency providing the oversight.
- 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.)

- 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.

RRHA Policy

Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to RRHA, upon RRHA request, at least annually. 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.

If RRHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, RRHA has the right to require additional third-party verification.

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.

11-I.E. NONCOMPLIANCE

Noncompliant Residents

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement and families determined to be over-income for 24 consecutive months. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the 12-month lease term, but not for termination of tenancy during the course of the 12-month lease term [24 CFR 960.603(b)].

PHAs may not evict a family due to CSSR noncompliance. However, if PHA finds a tenant is noncompliant with CSSR, the PHA must provide written notification to the tenant of the noncompliance which must include:

- A brief description of the finding of noncompliance with CSSR.
- A statement that the PHA 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 PHA or the family provides written assurance that is satisfactory to the PHA 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 [24 CFR 960.607(c), Notice PIH 2015-12].

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

RRHA Policy

The notice of noncompliance will be sent prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before RRHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, RRHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

Continued Noncompliance and Enforcement Documentation [24 CFR 960.607(b)]

Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, PHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the PHA will provide the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- A decision on the merits.

RRHA Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of noncompliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before RRHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

11-II.A. OVERVIEW

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

PHA Implementation of Community Service

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

RRHA Policy

RRHA will notify its insurance company if residents will be performing community service at RRHA. In addition, RRHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that they are able to perform community service, RRHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

PHA Program Design

The PHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

RRHA Policy

RRHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

RRHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. RRHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

RRHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, RRHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

RRHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

When RRHA has a ROSS program, a ROSS Service Coordinator, or an FSS program, RRHA will coordinate individual training and service plans (ITSPs) with the community service requirement. Regular meetings with RRHA coordinators will satisfy community service activities and RRHA coordinators will verify community service hours within individual monthly logs.

EXHIBIT 11-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(1) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

Chapter 12

TRANSFER POLICY

INTRODUCTION

This chapter explains the PHA's transfer policy, based on HUD regulations, HUD guidance, and RRHA Policy decisions.

This chapter describes HUD regulations and PHA policies related to transfers in four parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: PHA Required (Mandatory) Transfers. This part describes types of transfers that may be required by the PHA, notice requirements, and payment of transfer costs.

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

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. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

Transfers will be made without regard to race, color, national origin, sex, religion, familial status, disability, elderliness, sexual orientation, gender identity, military status or source of funds.

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.

The PHA must have specific policies in place to deal with acceptable transfer requests.

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.

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.

PART I: EMERGENCY TRANSFERS

12-I.A. OVERVIEW

HUD categorizes certain situations that require emergency transfers [PH Occ GB, p. 147]. The emergency transfer differs from a typical transfer in that it requires immediate action by the PHA.

In the case of a genuine emergency, it may be unlikely that the PHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, the PHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

12-I.B. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the PHA must offer standard alternative accommodation, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

VAWA requires the PHA to adopt an emergency transfer plan for victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Emergency transfers are mandatory in that they take precedence over all non-mandatory transfers and CAN NOT 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.

RRHA Policy

Grounds for emergency/immediate transfer of the tenant or family, 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.
 - 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. Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, and serious water leaks.
2. 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.
3. To protect any family member who is the survivor of domestic violence, dating violence, sexual assault, stalking or human trafficking within the meaning of the Violence Against Women Act ("VAWA").

- A verified incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking. For instances of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the threat may be established through documentation outlined in section 16-VII.D. To request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP), although, the PHA may waive this requirement in order to expedite the transfer process.
 - The PHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, stalking, or human trafficking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The PHA defines *immediately available* as a vacant unit, that is ready for move-in within a reasonable period of time.. If an internal transfer to a safe unit is not immediately available, the PHA will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs.
4. 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.

12-I.C. EMERGENCY TRANSFER PROCEDURES

RRHA Policy

Any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours.

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the PHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location or comparable assisted unit. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the PHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the

tenant.

If the emergency transfer is necessary to protect a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will follow procedures outlined in Exhibit 16-4.

12-I.D. COSTS OF TRANSFER

RRHA Policy

RRHA will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to emergency maintenance conditions not cause by the tenant.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

RRHA will pay moving costs of all emergency transfers, except for emergency transfers necessitated by damage to the previous unit which were caused by a family member or guest or invitee thereof.

Families will pay transfer costs for all other transfers.

PART II: PHA-REQUIRED (MANDATORY) TRANSFERS

12-II.A. OVERVIEW

HUD regulations regarding transfers are minimal, leaving it up to the PHA to develop reasonable transfer policies.

The PHA may require that a resident transfer to another unit under some circumstances. For example, the PHA may require a resident to transfer to make an accessible unit available to a disabled family. The PHA may also transfer a resident to maintain occupancy standards based on family composition. Finally, a PHA may transfer residents to demolish or renovate the unit.

A transfer that is required by the PHA is an adverse action and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

12-II.B. TYPES OF PHA-REQUIRED TRANSFERS

RRHA Policy

The types of transfers that may be required by the RRHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I of this chapter.

Transfers required by the PHA are mandatory for the tenant. The family will be given 5 business days to vacate the unit after signing the lease to the new unit. Failure to turn in keys to the previous unit will result in charges for both units. If the previous unit is not vacated (and keys turned in to the sending Property Management office) in 15 calendar days, both leases will be terminated.

Transfers to Make an Accessible Unit Available

When a family is initially given an accessible unit, but does not require the accessible features, the PHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

RRHA Policy

The family will be required to sign a notice stating that they will move, with proper notice, upon occupancy of the accessible unit.

When a non-accessible unit becomes available, RRHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. RRHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

RRHA may cover the cost of this move for the family in order to expedite the move to make the accessible unit ready for the disabled resident (family).

Occupancy Standards Transfers

The PHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to PHA policy [24 CFR 960.257(a)(4)]. On some occasions, the PHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

RRHA Policy

RRHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

Overcrowded: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides based on the PHA's occupancy standards.

Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the PHA's occupancy standards .

RRHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the PHA's occupancy standards, when the PHA determines there is a need for the transfer.

The RRHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by RRHA that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in Section 5-I.C. will only be required to transfer if it is necessary to comply with the approved exception.

Occupancy Standards transfers cannot be refused by the family if the transfer is RRHA-initiated.

Transfers for Families with Minor Children in Elderly Units

RRHA Policy

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.

Verification of RRHA-Initiated Transfers

RRHA Policy

RRHA will include documentation in the resident file verifying agency-initiated transfers. Such

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documentation may include the following, without limitation:

1. NSPIRE Inspection reports
2. Fire department reports
3. Demolition/disposition application filed with HUD; and
4. Schedule of work identifying units to be addressed.

DRAFT

Demolition, Disposition, Revitalizations, or Rehabilitation, Including Rental Assistance Demonstration (RAD) Conversions Transfers

These transfers permit the PHA to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, page 148].

RRHA Policy

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.

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.

12-II.C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]

A PHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, the PHA may not take action on the transfer until the conclusion of the grievance process.

12-II.D. COST OF TRANSFER

RRHA Policy

RRHA will pay the reasonable cost of transfers, upon request, for approved reasonable accommodation transfers, 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 due to emergency maintenance conditions not caused by the tenant; ~~except for emergency transfers necessitated by damage to the previous unit which~~ RRHA will not pay moving cost for emergency transfers due to tenant cause damages ~~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, unless otherwise indicated.

PART III: TRANSFERS REQUESTED BY TENANTS

12-III.A. OVERVIEW

HUD provides the PHA with discretion to consider transfer requests from tenants. The only requests that the PHA is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of the PHA. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by the PHA.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

12-III.B. TYPES OF RESIDENT-REQUESTED TRANSFERS

RRHA Policy

The types of requests for transfers that RRHA will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size provided that the family qualifies for the unit according to the PHA's occupancy standards, and transfers to a location closer to employment. No other transfer requests will be considered by the RRHA.

RRHA will consider the following as high priority transfer requests:

When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature.

When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the PHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, or a hate crime.

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.

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.

When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to: a transfer to a first- floor unit for a person with mobility impairment, a transfer to a unit with accessible features; a transfer 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 a transfer to a unit large enough to house a live-in aide.

RRHA will consider the following as regular priority transfer requests:

When a family requests a larger bedroom size unit even though the family does not meet RRHA’s definition of overcrowded, as long as the family meets the RRHA’s occupancy standards for the requested size unit.

When a family 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) requests a transfer to a building that is designated for their family type. Such transfers are administrative and not mandatory.

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).

Transfers requested by the tenant are considered optional for the tenant.

12-III.C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA may establish other standards for considering a transfer request [PH Occ GB, p. 150].

RRHA Policy

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.

Except where reasonable accommodation is being requested, 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.

:

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to the PHA’s advantage to make the transfer.

Exceptions will also be made when the PHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who provides documentation of abuse in accordance with section 16-VII.D of this ACOP. Tenants who are not in good standing may still request an emergency transfer under VAWA.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

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.

12-III.D. SECURITY DEPOSITS

RRHA Policy

When a family transfers from one unit to another, upon move out the residents security deposit will be applied to outstanding charges and damages and/or refunded in the manner described in Chapter 12 “Transfer Policy” ~~the PHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the “old” unit. RRHA will charge the family for any damage to the unit at the sending development if permitted by applicable law.~~ The security deposit for the new unit shall be 200.00.

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~~ with approval of the CEO. If necessary, RRHA reserves the right to accept payment of a new deposit in installments at the receiving development.

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, for such charges with the receiving development. The receiving development will initiate the re-payment agreement and collect payments.

12-III.E. COST OF TRANSFER

The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident’s disability [Notice PIH 2010-26].

RRHA Policy

The resident will bear all costs of transfer they request. However, RRHA will bear the transfer costs when the transfer is done as a reasonable accommodation.

12-III.F. HANDLING OF REQUESTS

RRHA Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In order to request the emergency transfer under VAWA, the resident will be required to submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP). The PHA may, on a case-by-case basis, waive this requirement and accept a verbal request in order to expedite the transfer process. If the PHA accepts an individual's statement, the PHA will document acceptance of the statement in the individual's file in accordance with 16-VII.D. of this ACOP. Transfer requests under VAWA will be processed as an Emergency Transfer Plan. In case of a reasonable accommodation transfer, RRHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

RRHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with section 16-VII.D of this ACOP.

If the family does not meet the "good record" requirements under Section 12-III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

RRHA will respond within ten (10) business days of the submission of the family's request. If the PHA denies the request for transfer, the family will be informed of its grievance rights.

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 ten (10) to one (1), meaning for every ten (10) new admissions there will be one (1) transfer. ~~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.

PART IV: TRANSFER PROCESSING

12-IV.A. OVERVIEW

Generally, families who request a transfer should be placed on a transfer list and processed in a consistent and appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience inequitable treatment.

12-IV.B. TRANSFER LIST

RRHA Policy

The RRHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list.

RRHA 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.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions, VAWA)

2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other PHA-required transfers
7. Other resident-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director, the PHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the PHA to meet the demolition or renovation schedule.

12-IV.C. TRANSFER OFFER POLICY

RRHA Policy

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 with the earliest date of transfer request on file will receive priority for the available units.

Residents may receive two unit offers for Emergency (Mandatory) and Reasonable Accommodation transfers and will receive one offer of a transfer for all other requests. When the transfer is required by the PHA, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait one year to reapply for another transfer.

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,

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.

A Transfer Move out Inspection form will be completed on all vacated units where tenants move out due to transfer.

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.

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.

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 incentive transfers and residents must comply with any site-specific residency requirements established for the property.

Transferring Family's File

The sending development will send the family's folder to the receiving development

within five (5) business days of the family receiving notification keys to the new unit.
~~that the family has accepted the unit. The receiving development may not lease up the family without possession of the family's folder.~~

12-IV.D. GOOD CAUSE FOR UNIT REFUSAL

RRHA Policy

A family may refuse an offer of unit transfer (including mandatory transfers) if the family demonstrates good cause for the refusal. Examples of good cause for refusal of a unit offer include, but are not limited to, 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

12-IV.E. REEXAMINATION POLICIES FOR TRANSFERS

RRHA Policy

The reexamination date will be changed to the first of the month in which the transfer took place.

The receiving development will be required to complete a new reexamination for all transfers with HUD's regulations.

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program. The PHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the PHA.

When determining PHA policy on terminations of the lease, the PHA must consider state and local landlord-tenant laws in the area where the PHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the PHA. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the PHA requirements for voluntary termination of the lease by the family.

Part II: Termination by PHA - Mandatory. This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements and families that have been over the income limit for 24 consecutive months.

Part III: Termination by PHA – Other Authorized Reasons. This part describes the PHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes PHAs to terminate. For some of these options HUD requires the PHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options the PHA has full discretion whether to consider the options as just cause to terminate provided that the PHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that the PHA may consider in lieu of termination, and the criteria the PHA will use when deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and PHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY TENANT

13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or the PHA central office or sent by pre-paid first-class mail, properly addressed.

PHA Policy

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, to cancel, revoke, or change the notice, request must be submitted in writing.

The notice of lease termination must be signed by the head of household, spouse, or cohead.

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.

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.

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.

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.

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.

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.

PART II: TERMINATION BY PHA – MANDATORY

13-II.A. OVERVIEW

HUD requires mandatory termination of the lease for certain actions or inactions of the family. There are other actions or inactions of the family that constitute *grounds* for lease termination, but the lease termination is not mandatory. The PHA must establish policies for termination of the lease in these cases where termination is optional for the PHA.

For those tenant actions or failures to act where HUD requires termination, the PHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the PHA to terminate the lease.

Upon the PHA's HOTMA 102/104 compliance date, the below section on failure to provide consent is added:

13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

The PHA must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.

However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

RRHA Policy

The RRHA has established a policy that revocation of consent to access financial records will result in termination of assistance in accordance with RRHA Policy.

See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13-II.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2018-24]

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be noncompliant.

RRHA Policy

The RRHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 60 calendar days, except elderly persons who must provide verification within 120 days.

See Chapter 7 for a complete discussion of documentation and certification requirements.

13-II.E. FAILURE TO ACCEPT THE PHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

The PHA must terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following:

- The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- The PHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- The PHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

See Chapter 8 for information pertaining to PHA policies for offering lease revisions.

13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

The PHA must immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

See Part 13-III.B. below for the HUD definition of *premises*.

13-II.G. LIFETIME REGISTERED SEX OFFENDERS [Notice PIH 2012-28]

Should a PHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

In this situation, the PHA 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, the PHA must terminate assistance for the household.

13-II.H. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

The PHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

13-II.I. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2012-4]

The PHA must immediately terminate the lease following the death of the sole family member.

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 Vice President (VP) of Public Housing may allow for a shorter notice period if circumstances warrant it.

13-II.J. OVER-INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2023-03; FR Notice 2/14/23]

In the public housing program, an *over-income family* is defined as a family whose annual income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

- Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period; or
- Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

RRHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, RRHA will terminate the family's tenancy within six months of RRHA's final notification of the end of the 24-month grace period.

Over-Income Limit [Notice PIH 2023-03; HOTMA 103 FAQs, December 2024]

The PHA must publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size. When determining whether a family is over-income, the PHA must use the applicable income limit for the current number of family members, not including any household members. Further, the over-income limit is based on the family's annual income, rather than their adjusted income.

RRHA Policy

RRHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

Family Size	1	2	3	4	5	6	7	8
Over-Income Limit	\$95,400	\$108,000	\$122,400	\$136,200	\$147,120	\$158,040	\$168,960	\$179,880

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

Decreases in Income [24 CFR 960.507(c)(4)]

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-income policies no longer apply to the family. If the PHA later determines that the family's income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

RRHA Policy

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance RRHA policy in Chapter 9.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. RRHA will notify the family in writing within 30 days of the determination that over-income policies no longer apply to them.

Initial Notice of Over-Income Status [24 CFR 960.507(c)(1); Notice PIH 2023-03; HOTMA 103 FAQs, December 2024]

The PHA is required to provide over-income families with three notifications within 30 days of the following points: at the initial determination when a family's income first exceeds the limit, at 12 months after the family continues to exceed the limit, and at 24 months of continuously exceeding the limit. If proper notice is not given, the PHA is required to continue to allow the family to stay in the unit until all three notices have been given.

If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the ~~income examination~~ PHA's initial over-income determination. The 24 consecutive month grace period begins on the date the PHA notifies the family (for example, the post date of the notice).

The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. However, the 24-month grace period does not restart if required notices do not include grievance rights. Exhibits 13-1 and 13-2 provide sample initial notices based on HUD's model notices.

RRHA Policy

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 30 days of the determination, the PHA will notify the family in writing of the determination. The notice will state that if the family continues to be over income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14. The PHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments.

Second Notice of Over-Income Status [24 CFR 960.507(c)(2); Notice PIH 2023-03; Notice PIH 2023-27]

The PHA must conduct an income examination 12 months after the initial over-income determination, even if the family is paying flat rent, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. This includes when the PHA makes an initial determination that a family is over income during an interim reexamination. In this case the PHA must conduct a second interim reexamination 12 months after the over-income determination, unless the family's income falls below the over-income limit during the 24-month period. See Chapter 9 for PHA policies on interims for over-income families.

If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. However, the 24-month grace period does not restart if required notices do not include grievance rights. Exhibits 13-3 and 13-4 provide sample 12-month notices based on HUD's model notices.

RRHA Policy

If a family's income continues to exceed the applicable over-income limit after 12 consecutive months, within 30 days of the determination, the PHA will notify the family in writing of the determination. The notice will state that if the family continues to be over income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the number of months the family has remaining before it meets the 24 consecutive month deadline. The notice will also state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14. The PHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments.

**Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509;
Notice PIH 2023-03; Notice PIH 2023-27; HOTMA 103 FAQs, December 2024]**

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over-income determination, even if the family is paying flat rent. When a PHA makes an initial determination that a family is over income during an interim reexamination, the PHA must conduct an interim reexamination 12 months after the over-income determination, and then again 12 months after the second over-income determination, unless the family's income falls below the over-income limit during the 24-month period.

If the family continues to be over income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. However, the 24-month grace period does not restart if required notices do not include grievance rights. Exhibits 13-5 and 13-6 provide sample 24-month notices based on HUD's model notices.

RRHA Policy

If a family's income exceeds the applicable over-income limit for 24 consecutive months, the PHA will notify the family in writing of the determination within 30 days of the date of the determination. The PHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments. The notice will state that if the family does not find alternative housing and vacate the unit 30 days after the 24 consecutive month period ends, then RRHA will issue the family a 30-day Notice of Lease Termination. The notice will state that if the family does not vacate after the 30 days expire, then RRHA will file an unlawful detainer.

PART III: TERMINATION BY PHA – OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

Besides requiring PHAs to terminate the lease under the circumstances described in Part II, HUD requires the PHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require PHAs to terminate for such violations in all cases. The PHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and the PHA may, as an alternative to termination, require the exclusion of the culpable household member. The PHA must adopt policies concerning the use of these options.

In addition, HUD authorizes PHAs to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. The PHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the PHA lease. In the development of the terms of the lease, the PHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords PHAs wide discretion in some areas, a broad range of policies could be acceptable.

The PHA also has the option to terminate the tenancies of certain over-income families (See 13-II.J).

The PHA may consider alternatives to termination and must establish policies describing the criteria the PHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps the PHA must take when terminating a family's lease.

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(i)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require PHAs to terminate for such violations in all cases, therefore PHA policies are needed.

***Definitions* [24 CFR 5.100]**

The following definitions will be used for this and other parts of this chapter:

Affiliated individual is defined in section 16-VII.B.

Covered person means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

Dating violence is defined in section 16-VII.B.

Domestic violence is defined in section 16-VII.B.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

Guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Household means the family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

Other person under the tenant's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

Premises means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Sexual assault is defined in section 16-VII.B.

Stalking is defined in section 16-VII.B.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

RRHA Policy

RRHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]

The lease must provide that a PHA may evict a family when the PHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

RRHA Policy

RRHA will terminate the lease when RRHA determines that a household member is illegally using a drug or RRHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous three months.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

RRHA Policy

RRHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three-block radius of the premises.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

RRHA Policy

RRHA will terminate the lease if RRHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous three months.

RRHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed as serious or repeated violations of the lease by the victim or threatened victim [24 CFR 5.2005(c)(1)].

RRHA Policy

RRHA will terminate the lease for non-payment of rent, for serious or repeated violations of the terms and conditions in the lease, or other good cause.

In making its decision to terminate the lease, RRHA will consider whether a lease violation is remediable or non-remediable and if it warrants an emergency termination as described below. Additionally RRHA will consider alternatives in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the RRHA may, on a case-by-case basis, choose not to terminate the lease.

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.

Remediable 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:

- 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”).
- 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.
- 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.
- 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.

Non-remediable 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.

Public Safety Interdiction

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.

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.

Management will act promptly to effect an emergency termination in response to the following violations:

- 1. any violent or drug-related criminal activity on, near, or of RRHA premises; or
- 2. any willful conduct which poses an imminent threat to health and safety to any individual in the immediate vicinity of the premises.

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 any 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.)

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

HUD authorizes PHAs to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as “other good cause.”

Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that the PHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the PHA to only those examples. The Violence against Women Act prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking as “other good cause” for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence [see 24 CFR 5.2005(c)(1)].

RRHA Policy

RRHA will terminate the lease for the following reasons.

Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or violating a condition of probation or parole imposed under federal or state law.

Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

Discovery of facts after admission to the program that would have made the tenant ineligible

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income

Failure to furnish such information and certifications regarding family composition and income as may be necessary for RRHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by RRHA that such a dwelling unit is available

Failure to permit access to the unit by RRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists

Failure to promptly inform RRHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

Failure to abide by the provisions of RRHA pet policy.

If the family has breached the terms of a repayment agreement entered into with RRHA

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

If a household member has engaged in or threatened violent or abusive behavior toward RRHA personnel.

Abusive or violent behavior towards RRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate the lease, RRHA will consider alternatives as described in Section 13-III.D and other factors described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, RRHA may, on a case-by-case basis, choose not to terminate the lease.

Family Absence from Unit [24 CFR 982.551(i)]

It is reasonable that the family may be absent from the public housing unit for brief periods. However, the PHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in the unit.

RRHA Policy

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.

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.

Absences Due to Placement in Foster Care

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.

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.

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.

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.

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.

Abandonment of unit

If family 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 family a letter advising the family that no response is made within seven business days of the date on the letter, RRHA will conclude that the family 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.

Upon the PHA's HOTMA 102/104 compliance date, the below section on the asset limitation is added:

Asset Limitation [24 CFR 5.618; Notice PIH 2023-27]

The PHA has discretion with respect to the application of the asset limitation at annual and interim reexamination. The PHA may adopt a written policy of total nonenforcement, enforcement, or limited enforcement as well as adopting exception policies.

RRHA Policy

RRHA has adopted a policy of total nonenforcement of the asset limitation for all program participants. The asset limitation only applies to initial eligibility determinations for new admissions to RRHA's public housing program.

13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY

Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that the PHA may consider exclusion of the culpable household member. Such an alternative can be used for any other reason where such a solution appears viable in accordance with PHA policy.

Additionally, under the Violence against Women Act, the PHA may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

RRHA Policy

The PHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon PHA request.

Repayment of Family Debts for Under-reporting or Failing to Report Income

RRHA Policy

If a family owes amounts to RRHA due to not reporting or under-reporting their income, as a condition of continued occupancy, RRHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from

RRHA of the amount owed. The amount owed by the family is a collectible debt even if the family leaves RRHA public housing program. See Chapter 16 for policies on repayment agreements.

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13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY

A PHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all of the circumstances relevant to a particular case before making a decision.

Evidence [24 CFR 982.553(c)]

For criminal activity, HUD permits the PHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

RRHA Policy

RRHA will use the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that the PHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

RRHA Policy

RRHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

- The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property

- The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

- The effects that the eviction will have on other family members who were not involved in the action or failure to act

- The effect on the community of the termination, or of RRHA's failure to terminate the tenancy

- The effect of RRHA's decision on the integrity of the public housing program

The demand for housing by eligible families who will adhere to lease responsibilities

The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, RRHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RRHA may also consider:

- Any statements made by witnesses or the participant not included in the police report

- Whether criminal charges were filed

- Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

- Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.

In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family

Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]

HUD authorizes PHAs to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

RRHA Policy

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, RRHA will consider whether such household member has successfully completed a supervised drug or alcohol rehabilitation program.

For this purpose, RRHA will require the tenant to submit evidence of the household member's successful completion of a supervised drug or alcohol rehabilitation program.

Reasonable Accommodation [24 CFR 966.7]

If the family includes a person with disabilities, the PHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

RRHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, RRHA will determine whether the behavior is related to the disability. If so, upon the family's request, RRHA will determine whether alternative measures are appropriate as a reasonable accommodation. RRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

Nondiscrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]

The PHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

This section addresses the protections against termination of tenancy that the Violence against Women Act (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. For general VAWA requirements and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

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.

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)].

RRHA 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, RRHA 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 RRHA'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]

RRHA 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, RRHA 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.

RRHA 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].

RRHA Policy

RRHA will bifurcate a family's lease and terminate the tenancy of a family member if RRHA 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, RRHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to RRHA by the victim in accordance with this section and section 16-VII.D. RRHA will also consider the factors in section 13.III.E. Upon such consideration, RRHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If RRHA 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, RRHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, RRHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered under VAWA.

PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

13-IV.A. OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

HUD authorizes PHAs to conduct criminal records checks on public housing residents for lease enforcement and eviction. PHA policy determines when the PHA will conduct such checks.

RRHA Policy

The RRHA may conduct criminal records checks when it has come to the attention of RRHA, 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, or has interfered with the right to peaceful enjoyment of the premises of other residents. 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 records on an annual basis.

RRHA may not pass along to the tenant the costs of a criminal records check.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if the PHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases if the PHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

RRHAPolicy

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, RRHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 10 business days from the date of RRHA notice, to dispute the accuracy and relevance of the information. If the family does not contact RRHA to dispute the information within that 10 business day period, RRHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3); ~~Notice PIH-2021-29~~]

Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine PHA documents directly relevant to the termination or eviction. If the PHA does not make the documents available for examination upon request by the tenant, the PHA may not proceed with the eviction [24 CFR 996.4(m)]. Notices of lease termination must be provided in accessible formats to ensure effective communication for individuals with disabilities, and the notice must provide meaningful access for persons with LEP.

All notices of lease termination due to a tenant's failure to pay rent must also include:

- Instructions on how the tenant can cure the nonpayment of rent violation, including:
 - An itemized amount separated by month of alleged rent owed by the tenant;
 - Any other arrearages allowed by HUD and included in the lease separated by month; and
 - The date by which the tenant must pay the amount of rent owed before an eviction for nonpayment of rent can be filed;
- Information on how the tenant may recertify their income, request a minimum rent hardship exemption, or a request to switch from flat rent to income-based rent; and
- In the event of a Presidential declaration of a national emergency, information as required by HUD.

For notices of lease termination due to a tenant's failure to pay rent, the PHA must not provide tenants with a termination notice prior to the day after the rent is due according to the lease. The PHA must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(r)].

If the tenant pays the full amount of the alleged rent owed but not the arrearages, the nonpayment will still be considered cured, and an eviction for nonpayment of rent cannot be filed. However, HUD emphasizes that the protections in this rule do not apply to other types of evictions that result from non-rent lease violations, such as nonpayment of arrearages if allowed under the lease.

When the PHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the PHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

PHA Policy

When applicable, the notice will also state that the resident may request a remote hearing.

If RRHA will require that the hearing be conducted remotely, at the time the notice is sent to the resident informing them of the right to request a hearing, the resident will be notified that the hearing will be conducted remotely. The resident will be informed of the processes involved in a remote hearing and that RRHA will provide technical assistance, if needed, before the hearing.

When the PHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for a drug-related criminal activity on or off the premises.

RRHA Policy

RRHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.

Timing of the Notice [24 CFR 966.4(l)(3)(i)]

The PHA must give written notice of lease termination of:

- At least 30 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

If any member of the household has been convicted of a felony

- 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

RRHA Policy

RRHA will give written notice of 30 calendar days from the date the tenant receives the notice for nonpayment of rent, which will not be provided to tenants until at least the day after the rent is due.

For all other lease terminations, except for lease violations that constitute a criminal or willful act that is non-remediable and that poses a threat to health or safety, RRHA will give 30 days' written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

Notice of Nonrenewal Due to Community Service Noncompliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]

When the PHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11-I.E.

RRHA Policy

If after receiving a notice of initial noncompliance the family does not request a grievance hearing or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for the PHA's informal hearing procedures.

13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]

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.

RRHA Policy

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.

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.

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.

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.

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.

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.

13-IV.F. NOTIFICATION TO POST OFFICE [24CFR 966.4(l)(5)(iii)(B)]

When the PHA evicts an individual or family for criminal activity, including drug-related criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

13-IV.G. RECORD KEEPING

For more information concerning general record keeping, see Chapter 16.

RRHA Policy

A written record of every termination and/or eviction in compliance with record retention applicable laws and regulations and will be maintained by RRHA at the development where the family was residing.

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Chapter 14

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal review Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal review hearings for public housing applicants.

Part II: Informal review Hearings with Regard to Noncitizens. This part discusses informal review hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not RRHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure. See attached grievance procedure as Exhibit 14-1.

PART I: INFORMAL REVIEW HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When RRHA makes a decision that has a negative impact on an applicant family (including not qualifying for a RRHA-provided preference), the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review hearing. HUD regulations do not provide a structure for or requirements regarding informal review hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses RRHA policies necessary to respond to applicant appeals through the informal review hearing process.

14-I.B. INFORMAL REVIEW HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal review hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program but is not yet a tenant in the program. Informal review hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under RRHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal review hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Review Hearing Process

While RRHA must offer the opportunity of an informal review hearing to applicants who have been determined as ineligible for admission, RRHA could make the informal review hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

RRHA Policy

RRHA will only offer informal review hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

RRHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for RRHA decision and must also state that the applicant may request an informal review hearing to dispute the decision. The notice must describe how to obtain the informal review hearing.

RRHA Policy

As applicable, RRHA's notice of denial will include information about required or requested remote informal review hearings.

When denying eligibility for admission, RRHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal review Hearing

RRHA Policy

A request for an informal review hearing must be made in writing and delivered to RRHA either in person, by email or by first class mail, by the close of the business day, no later than 15 business days from the date of RRHA's notification of denial of admission.

RRHA will schedule and send written notice of the informal review hearing within 15 business days of the family's request.

If RRHA informal review hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed:

Regarding the processes involved in a remote informal review hearing;

That RRHA will provide technical assistance prior to and during the informal review hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal review hearing, the family may inform RRHA and RRHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal review hearing, as appropriate.

Conducting an Informal review Hearing [PH Occ GB, p. 58]

RRHA Policy

The informal review hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of RRHA.

The person conducting the informal review hearing will make a recommendation to RRHA, but RRHA is responsible for making the final decision as to whether admission should be granted or denied.

Remote Informal review Hearings [Notice PIH 2020-32]

There is no requirement that informal review hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal review hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If RRHA chooses to conduct remote informal review hearings, applicants may still request an in-person informal review hearing, as applicable.

RRHA Policy

RRHA has the sole discretion to require that informal review hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, RRHA will conduct an informal review hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review hearing, or if the applicant believes an in-person informal review hearing would create an undue health risk. RRHA will consider other reasonable requests for a remote informal review hearing on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal review hearings, the platform for conducting remote informal review hearings must be accessible to persons with disabilities and the informal review hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal review hearings.

If no method of conducting a remote informal review hearing is available that appropriately accommodates an individual's disability, RRHA may not hold against the individual their inability to participate in the remote informal review, and RRHA should consider whether postponing the remote informal review hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person hearings, Limited English Proficiency (LEP) requirements also apply to remote informal review hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal review hearings.

Conducting Remote Informal review Hearings [Notice PIH 2020-32]

RRHA must ensure that the lack of technology or inability to use technology for remote informal review hearings does not pose a disadvantage to families that may not be apparent to RRHA. If it's determined that barriers exist prior to conducting the remote informal review hearing and, if the family does not have the proper technology to fully participate in the informal review hearing remotely an in-person hearing will be scheduled.

As with in-person informal review hearings, RRHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal review hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

RRHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal review hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

RRHA Policy

RRHA will conduct remote informal review hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the remote platform at any point, or upon applicant request, the informal review hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal review hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to the scheduled remote hearing, RRHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify RRHA of any known barriers. RRHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

If the informal review hearing is to be conducted remotely, RRHA will require the family to provide any documents directly relevant to the informal review hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. RRHA will scan and email copies of these documents to RRHA representative and to the person conducting the informal review hearing the same day.

Documents will be shared electronically whenever possible.

RRHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal review hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

RRHA will ensure that all electronic information stored or transmitted with respect to the informal review hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

Informal review Hearing Decision [PH Occ GB, p. 58]

RRHA Policy

RRHA will notify the applicant of RRHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, RRHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in RRHA Policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. RRHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, RRHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, RRHA will consider the recommendation of the person conducting the informal review hearing in making the final decision whether to deny admission.

RRHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be emailed (or mailed upon request as a Reasonable Accommodation), with return receipt/confirmation requested, within 15 business days of the informal review hearing, to the applicant and their representative, if any.

If the informal review hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal review hearing, the denial of admission will stand and the family will be so notified.

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.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal review hearing process and RRHA must consider such accommodations. RRHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while RRHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or RRHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with RRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When RRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, RRHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide RRHA with a copy of the written request for appeal and proof of mailing.

RRHA Policy

RRHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide RRHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to RRHA, of its decision. When the USCIS notifies RRHA of the decision, RRHA must notify the family of its right to request an informal hearing.

RRHA Policy

RRHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that RRHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of RRHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

RRHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of RRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

RRHA Policy

The family will be allowed to copy any documents related to the hearing at no cost to the family. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by RRHA, and to confront and cross-examine all witnesses on whose testimony or information RRHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. RRHA is obligated to provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. RRHA may, but is not required to, provide a transcript of the hearing.

RRHA Policy

RRHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

RRHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

RRHA must retain for a minimum of 5 years the following documents that may have been submitted to RRHA by the family, or provided to RRHA as part of the USCIS appeal or RRHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that RRHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of RRHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

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 must not only meet the minimal procedural due process requirements provided under the regulations but must also meet any additional requirements imposed by local, state or federal law.

RRHA grievance procedure must be included in, or incorporated by reference in, the lease.

RRHA Policy

RRHA’s grievance procedure will be incorporated by reference in the Dwelling lease.

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.

RRHA must provide at least 30 days’ notice to tenants and resident organizations setting forth proposed changes in RRHA grievance procedure and provide an opportunity to present written comments. Comments submitted must be considered by RRHA before adoption of any changes to the grievance procedure by RRHA.

RRHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by RRHA of any proposed changes in RRHA grievance procedure, to submit written comments to RRHA.

RRHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant’s lease or PHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to RRHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - Right of the tenant to be represented by counsel
 - 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 defense which the tenant may have
 - A decision on the merits
- **Hearing Officer/Hearing Panel** – an impartial person selected by RRHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with RRHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
- **Resident Organization** – includes a resident management corporation

14-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a PHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to RRHA. It is not applicable to disputes between tenants not involving RRHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of RRHA.

If HUD has issued a due process determination, a PHA may exclude from RRHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of RRHA;
- Any violent or drug-related criminal activity on or off such premises; or
- Any criminal activity that resulted in felony conviction of a household member

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: PHAs may use expedited grievance procedures for the excluded categories listed above. These expedited grievance procedures are described in Section 14-III.E. below.

If HUD has issued a due process determination, RRHA may evict through the state/local judicial eviction procedures. In this case, RRHA is not required to provide the opportunity for a hearing under RRHA's grievance procedure as described above.

RRHA Policy

RRHA is located in a HUD-declared due process state. Therefore, RRHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

See Chapter 13 for related policies on the content of termination notices.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

Any tenant who wishes to invoke RRHA's grievance procedures must first request an informal conference to settle the grievance.

HUD regulations state that any grievance must be personally presented, either orally or in writing, to RRHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

RRHA Policy

RRHA will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests) – using the Request for Informal Settlement Conference to Discuss Tenant Grievance form (Exhibit #6), to RRHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request RRHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by RRHA or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstances remote informal settlements may be conducted.

If a tenant fails to attend the scheduled meeting without prior notice, RRHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in RRHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

RRHA Policy

RRHA will prepare a summary of the informal settlement within five business days; one copy to be given to the tenant and one copy to be retained in RRHA's tenant file.

For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-III.E. PROCEDURES TO OBTAIN A HEARING

Requests for Formal Hearing and Failure to Request

RRHA Policy

The resident must submit a written request (including emailed requests) for a grievance hearing to RRHA within five business days of the tenant's receipt of the summary of the informal review settlement.

If the complainant does not request a hearing, RRHA's disposition of the grievance under the informal review settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest RRHA's action in disposing of the complaint in an appropriate judicial proceeding.

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.

Scheduling of a Formal Hearings [24 CFR 966.56(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.

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and RRHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

RRHA Policy

Within 10 business days of receiving a written request for a Formal hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and RRHA.

If RRHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

Regarding the processes involved in a remote grievance hearing;

That RRHA will provide technical assistance prior to and during the hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform RRHA and RRHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

RRHA may wish to permit the tenant to request to reschedule a hearing for good cause.

RRHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, RRHA may request documentation of the “good cause” prior to rescheduling the hearing.

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Expedited Grievance Procedure [24 CFR 966.52(a)]

RRHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of RRHA;
- Any drug-related criminal activity on or near such premises; or
- Any criminal activity that resulted in felony conviction of a household member.

In such expedited grievances, the informal review settlement of grievances as discussed in 14-III.D is not applicable.

RRHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

RRHA Policy

RRHA will not offer expedited grievance procedures.

14-III.F. SELECTION OF HEARING OFFICER [24 CFR 966.53(e)]

The Formal grievance hearing must be conducted by an impartial person or persons appointed by RRHA, other than the person who made or approved RRHA action under review, or a subordinate of such person. RRHA must describe their policies for selection of a hearing officer in their lease.

RRHA will appoint staff who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such person, an alternate hearing officer will be selected.

RRHA may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodations.

RRHA Policy

When requesting a Formal Hearing, the complainant may elect to have the hearing conducted by the Hearing Officer or a Hearing Panel.

Selection of the Hearing Panel:

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 five 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.

PHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period [24 CFR 966.4].

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.

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14-III.G. REMOTE HEARINGS [Notice PIH 2020-32]

There is no requirement that grievance hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If RRHA chooses to conduct remote grievance hearings, applicants may still request an in-person hearing, as applicable.

RRHA Policy

RRHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, RRHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a tenant does not have child care or transportation that would enable them to attend the hearing, or if the tenant believes an in-person hearing would create an undue health risk. RRHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

Discovery of Documents Before the Remote Hearing

RRHA Policy

If the hearing will be conducted remotely, RRHA will compile a hearing packet, consisting of all documents RRHA intends to produce at the hearing. RRHA will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of RRHA representative and retained by RRHA.

If the hearing is to be conducted remotely, RRHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. RRHA will scan and email copies of these documents to the hearing officer and RRHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person grievance hearings, the platform for conducting remote grievance hearings must be accessible to persons with disabilities and the grievance hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote grievance hearings.

If no method of conducting a remote grievance hearing is available that appropriately accommodates an individual's disability, RRHA may not hold against the individual their inability to participate in the remote grievance hearing, and RRHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote grievance hearings.

Conducting Hearings Remotely

RRHA must ensure that the lack of technology or inability to use technology for remote grievance hearings does not pose a disadvantage to families that may not be apparent to RRHA. RRHA should determine through a survey or other means if these barriers exist prior to conducting the remote grievance hearing and, if the family does not have the proper technology to fully participate, either postpone the hearing or provide an alternative means of access.

As with in-person grievance hearings, RRHA must provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

RRHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote grievance hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

RRHA Policy

RRHA will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to the scheduled remote hearing, RRHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify RRHA of any known barriers. RRHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

RRHA will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

RRHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

14-III.H. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If RRHA does not make the document available for examination upon request by the complainant, RRHA may not rely on such document at the grievance hearing.

RRHA Policy

The tenant will be allowed to copy any documents related to the hearing at no cost to the family. There will be no charge for documents emailed by RRHA. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

RRHA Policy

The hearing shall be held before the Hearing Officer/Hearing Panel.

Hearings may be attended by the following applicable persons:

RRHA representatives and any witnesses for RRHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by RRHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by RRHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information RRHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Failure to Appear [24 CFR 966.56(c)]

If the complainant or RRHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than five business days or may make a determination that the party has waived their right to a hearing. Both the complainant and RRHA must be notified of the determination by the hearing officer/hearing panel provided that a determination that the complainant has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest RRHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

RRHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 15 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact RRHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(d), (e)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter RRHA must sustain the burden of justifying RRHA action or failure to act against which the complaint is directed [24 CFR 966.56(d)].

The Formal hearing is conducted by the hearing officer/hearing panel. RRHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

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.

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.

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.

RRHA Policy

Any evidence to be considered by the hearing officer/hearing panel must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to RRHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If RRHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer/hearing panel will refuse to admit such evidence.

Other than the failure of RRHA to comply with discovery requirements, the hearing officer/hearing panel has the authority to overrule any objections to evidence.

The 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 [24 CFR 966.56(e)].

RRHA Policy

If the complainant would like RRHA to record the proceedings by audiotape, the request must be made to RRHA by 12:00 p.m. on the business day prior to the hearing.

RRHA will consider that an audio tape recording of the proceedings is a transcript.

Scope of Hearing; Burden of Proof

The Hearing Officer/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.

Accommodations of Persons with Disabilities [24 CFR 966.56(f)]

RRHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of RRHA's responsibilities pertaining to reasonable accommodation.

Limited English Proficiency (24 CFR 966.56(g))

RRHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

14-III.I. DECISION OF THE HEARING OFFICER [24 CFR 966.57]

The hearing officer/hearing panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and RRHA. RRHA must retain a copy of the decision in the tenant's folder. A log of all hearing officer/hearing panel decisions must also be maintained by RRHA and made available for inspection by a prospective complainant, their representative, or the hearing officer [24 CFR 966.57(a)].

RRHA Policy

In rendering a decision, the hearing officer/hearing panel will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for RRHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with RRHA Policy.

PHA Evidence to Support RRHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support RRHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of RRHA will be overturned.

The hearing officer will issue a written decision to the family and RRHA no later than 15 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer/hearing panel members

Name of RRHA representatives

Name of family representative (if any)

Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal review settlement was held, who held it, and a summary of the results of the informal review settlement. It will also include the date the complainant requested the Formal grievance hearing.

Summary of the Evidence: The hearing officer/hearing panel will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

Findings of Fact: The hearing officer/hearing panel will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer/hearing panel will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold RRHA's decision.

Order: The hearing report will include a statement of whether RRHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct RRHA to change the decision in accordance with the hearing officer/hearing panel's determination. In the case of termination of tenancy, the hearing officer will instruct RRHA to restore the family's status.

Procedures for Further Hearing

RRHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of RRHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/hearing panel is binding on RRHA which must take the action, or refrain from taking the action cited in the decision unless the Chief Executive Officer (CEO) determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/hearing panel is contrary to federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and RRHA

RRHA Policy

When RRHA considers the decision of the hearing officer/hearing panel to be invalid due to the reasons stated above, it will present the matter to RRHA CEO within 10 business days of the date of the hearing officer/hearing panel's decision. The CEO has 30 calendar days to consider the decision. If the CEO decides to reverse the hearing officer/hearing panel's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer/hearing panel or the CEO 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, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

EXHIBIT 14-1: GRIEVANCE PROCEDURE

[24 CFR 966.53]

I. Introduction

Public housing tenants have the right to request a grievance hearing for any PHA action or failure to act in accordance with the tenant's lease.

Grievance procedures do not apply in the following circumstances:

- A. Disputes between tenants not involving RRHA or class grievances [24 CFR 966.51(b)].
- B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and RRHA's Board of Commissioners [24 CFR 966.51(b)].
- C. When RRHA is in a HUD-declared due process state, HUD allows RRHA to exclude from RRHA grievance procedure any grievance concerning 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 such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member [24 CFR 966.51(a)(2)].

II. Definitions [24 CFR 966.53]

- A. **Grievance:** Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
- B. **Complainant:** Any tenant (as defined below) whose grievance is presented to RRHA or at the project management office in accordance with the requirements presented in this procedure.
- C. **Elements of due process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - ii. Right of the tenant to be represented by counsel
 - iii. 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 defense that the tenant may have
 - iv. A decision on the merits of the case
- D. **Hearing officer:** An impartial person or persons selected by RRHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.
- E. **Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with RRHA as lessee of the dwelling unit, or if no such person now resides in the unit, the person who resides in the unit and is the remaining head of the household of the tenant family residing in the dwelling unit.
- F. **Resident organization:** An organization of residents, which also may include a resident management corporation.

III. This grievance procedure [24 CFR 966.51]

This grievance procedure is included by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, explaining the proposed changes and providing an opportunity to present written comments. Comments will be considered by RRHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

IV. Informal review settlement of a grievance [24 CFR 966.54]

Any grievance request must be personally presented, either orally or in writing (including email), to RRHA's central office or the management office of the development in which the tenant resides within 10 days after the violation.

As soon as the grievance request is received, it will be reviewed by RRHA to ensure it meets the requirements for a grievance hearing. If the tenant is not entitled to a grievance, RRHA will notify the tenant that they may instead seek judicial review and the procedures for requesting such a review [24 CFR 966.4(l)(3)(i)(C)(v)(B)].

Otherwise, within 10 business days, the tenant will be contacted to arrange a mutually convenient time to meet so the grievance may be discussed and settled without a hearing. At the informal review settlement, the tenant will present their grievance.

Within five business days following the informal review settlement, RRHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion. The summary will specify the names of the participants; the date of the meeting; the nature of the proposed resolution of the complaint, with specific reason(s); and will specify the procedures by which a formal hearing under this procedure may be obtained if the tenant is not satisfied [24 CFR 966.54]. A copy of this summary will also be placed in the tenant's file.

V. Requesting a formal grievance hearing

If the tenant is not satisfied with the outcome of the informal review settlement, the tenant must submit a written request for a hearing to the management office of the development where the tenant lives no later than five business days after receiving the summary of the informal review settlement.

The written request must specify the reasons for the request and the action or relief sought from RRHA.

VI. Selecting the hearing officer or Panel

A grievance hearing will be conducted by an impartial person appointed by RRHA as described below:

- A. The hearing officer will be appointed directly by the executive director.
- B. The hearing officer will be someone who did not make or approve the decision under review and who is not a subordinate of such persons [24 CFR 066.54(e)].
- C. RRHA's method for selecting a hearing officer will be included in the lease [24 CFR 966.54(e)].

VII. Scheduling hearings [24 CFR 966.56(a)]

When a tenant submits a timely request for a grievance hearing, RRHA will immediately appoint an impartial hearing officer.

Once the hearing has been scheduled, the tenant will receive written notice of the hearing, sent by mail or email, return receipt requested.

Within 10 days of receiving the written request, the hearing will be scheduled. The tenant, PHA, and hearing officer will be notified in writing of the date, time and location of the hearing. If the hearing will be held remotely, RRHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing once. Should the tenant need to reschedule a second time, they may only do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least one day prior to the hearing date.

VIII. Procedures governing the hearing [24 CFR 966.56]

The hearing will be held before a hearing officer as described above in Section VI. The tenant will be afforded a fair hearing, which will include:

- A. The opportunity to examine any PHA documents before the hearing, including records and regulations, that are directly relevant to the hearing.

The tenant must request to view and copy PHA documents relevant to the hearing by noon of the day before the hearing. The tenant is allowed to copy any such document at no cost to the tenant.

If RRHA does not make the document available for examination upon request by the tenant, RRHA may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or any other person chosen as the tenant's representative, at the tenant's expense, and to have such person make statements on the tenant's behalf.
- C. The right to a private hearing unless the tenant requests a public hearing.
- D. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by RRHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information RRHA or project management relies.
- E. A decision based solely and exclusively upon the facts presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informal reviewly by the hearing officer. RRHA and the tenant must be given the opportunity to present oral or documentary evidence that is relevant to the facts and issues raised, and to question any witnesses.

The hearing decision will be based on the preponderance of the evidence, defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

The tenant or RRHA may arrange in advance for a transcript or recording of the hearing at the expense of the party making the arrangement.

RRHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

RRHA must comply with HUD's requirements regarding limited English proficiency (LEP). The tenant has the right to request competent oral interpretation, free of charge. LEP requirements can be found at:

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

IX. Remote Hearings

RRHA has the authority to require that hearings be conducted remotely in certain situations.

X. Failure to appear at the hearing

If the tenant does not arrive within 30 minutes of the scheduled time, it will be considered a failure to appear, which means they have given up their right to a hearing.

Both the tenant and RRHA must be notified of the determination by the hearing officer. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest RRHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

XI. Decision of the hearing officer [24 CFR 966.57]

The hearing officer will prepare a written decision together with the reasons for the decision within 10 business days after the hearing. A copy of the decision will be sent to the tenant and RRHA.

RRHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The decision of the hearing officer will be binding on RRHA unless RRHA's Board of Commissioners determines within a reasonable time and notifies the tenant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the tenant's lease or PHA regulations, which adversely affect the tenant's rights, duties, welfare, or status; or
- B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and RRHA.

When RRHA considers the decision of the hearing officer to be invalid for either of the reasons stated above, it will present the matter to RRHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board will have 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the tenant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of RRHA or which denies the relief requested by the tenant, in whole or in part, will not constitute a waiver of nor affect in any way the tenant's right to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].

Chapter 15

PROGRAM INTEGRITY

INTRODUCTION

The PHA is committed to ensuring that funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

15-I.A. 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 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

RRHA Policy

RRHA 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 RRHA’s program is administered effectively and according to the highest ethical and legal standards, RRHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

RRHA 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.

RRHA 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, RRHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

RRHA will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease. RRHA 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.

RRHA 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.

RRHA 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.

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.

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.

15-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

RRHA Policy

RRHA will employ a variety of methods to detect errors and program abuse, including:

RRHA routinely will use EIV and other non-HUD sources of up-front income verification. This includes the Work Number and any other private or public databases available to RRHA.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

RRHA will compare family-reported income and expenditures to detect possible unreported income.

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.

Independent Audits and HUD Monitoring

Notice PIH 2015-16 requires all PHAs that expend \$750,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

RRHA Policy

RRHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of RRHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

RRHA Policy

RRHA will encourage staff, residents, and the public to report possible program abuse.

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Investigators, caseworkers or representatives of other benefit agencies may be contacted.

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.

15-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the PHA Will Investigate

RRHA Policy

RRHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for RRHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

RRHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

Consent to Release of Information [24 CFR 960.259]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require families to sign consent forms for the release of additional information.

Analysis and Findings

RRHA Policy

RRHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation RRHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed RRHA, and (3) what corrective measures or penalties will be assessed.

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 remains eligible for continued occupancy in light of the violation.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

RRHA Policy

In the case of family-caused errors or program abuse, RRHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

Once a program violation has been documented, RRHA will propose the most appropriate remedy based upon the type and severity of the violation.

Notice and Appeals

RRHA Policy

RRHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which RRHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through an informal hearing or grievance hearing (see Chapter 14).

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.

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 OIG, 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.

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.

PART II: CORRECTIVE MEASURES AND PENALTIES

15-II.A. UNDER- OR OVERPAYMENT

An under- or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect rental determination is an overpayment or underpayment, the PHA must promptly correct the tenant rent and any utility reimbursement prospectively.

RRHA Policy

Increases in the tenant rent will be implemented on the first of the month following a written 30-day notice.

Any decreases in tenant rent will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family is required to reimburse the PHA or the PHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

15-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA

RRHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. RRHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the amount owed, RRHA will terminate the family's lease in accordance with the policies in Chapter 13.

PHA Reimbursement to Family

RRHA Policy

RRHA will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.

Prohibited Actions

An applicant or resident in the public housing program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Provide incomplete or false information to the PHA [24 CFR 960.259(a)(4)].
- Commit fraud, or make false statements in connection with an application for assistance or with reexamination of income [24 CFR 966.4(l)(2)(iii)(C)].

RRHA Policy

Any of the following will be considered evidence of family program abuse:

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

Admission of program abuse by an adult family member

The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

- The PHA may require the family to repay any amounts owed to the program (see 15-II.B., Family Reimbursement to PHA).
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 13 (for residents).
- The PHA may deny admission or terminate the family's lease following the policies set forth in Chapter 3 and Chapter 13 respectively.
- The PHA may refer the family for state or federal criminal prosecution as described in section 15-II.D.

15-II.C. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

The following policy is effective upon the PHA's HOTMA 102/104 compliance date:

De Minimis Errors [24 CFR 5.609(c)(4); Notice PIH 2023-27]

The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent. PHAs state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

RRHA Policy

RRHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error.

Prohibited Activities

RRHA Policy

Any of the following will be considered evidence of program abuse by PHA staff:

Failing to comply with any public housing program requirements for personal gain

Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident

Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to RRHA

Disclosing confidential or proprietary information to outside parties

Gaining profit as a result of insider knowledge of PHA activities, policies, or practices

Misappropriating or misusing public housing funds

Destroying, concealing, removing, or inappropriately using any records related to the public housing program

Committing any other corrupt or criminal act in connection with any federal housing program

Committing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo or hostile environment

Allowing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo or hostile environment, where RRHA knew or should have known such harassment was occurring

Retaliating against any applicant, resident, or staff reporting sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo or hostile environment

15-II.D. CRIMINAL PROSECUTION

RRHA Policy

When RRHA determines that program abuse by a family or PHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, RRHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

15-II.E. FRAUD AND PROGRAM ABUSE RECOVERIES

PHAs who enter into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family may retain 100 percent of program funds that the PHA recovers [Notice PIH 2007-27 (HA)].

If the PHA does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

The family must be afforded the opportunity for a hearing through the PHA's grievance process.

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of PHA-furnished utilities.

Part II: Establishing Flat Rents. This part describes the requirements and policies related to establishing and updating flat rent amounts.

Part III: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families and describes the circumstances under which the PHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part IV: Public Housing Assessment System (PHAS). This part describes the PHAS System.

Part V: Record Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VI: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes the PHA's reporting responsibilities related to children with elevated blood lead levels that are living in public housing.

Part VII: Violence against Women Act (VAWA): Notification, Documentation, and Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking; and maintaining the confidentiality of information obtained from victims.

PART I: SETTING UTILITY ALLOWANCES

24 CFR 965 Subpart E

16-I.A. OVERVIEW

PHAs must establish allowances for PHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

PHAs must also establish surcharges for excess consumption of PHA-furnished utilities [24 CFR 965.506].

The PHA must maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

16-I.B. UTILITY ALLOWANCES

The PHA must establish separate allowances for each utility and for each category of dwelling units the PHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective of a PHA in establishing utility allowances for each dwelling unit category and unit size is 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 [24 CFR 965.505].

Utilities include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if the PHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [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].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to the PHA about establishing utility allowances.

Air-Conditioning

“If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible.” [24 CFR 965.505(e)]

RRHA Policy

RRHA will install tenant purchased air-conditioning units for a fee. The installation fee can be found the RRHA list of charges.

Utility Allowance Revisions [24 CFR 965.507]

The PHA must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505. The review must include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable requirements and changes in utility rates [24 CFR 965.507(a)].

The PHA must revise its allowances for resident-purchased utilities if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective. Such rate changes are not subject to the 60-day notice [24 CFR 965.507(b)].

RRHA Policy

Residents in units where RRHA pays the utilities will **not** be charged for excess utilities and a consumption allowance will not be established. Families must take reasonable steps to conserve water, gas, and electricity and avoid unreasonable uses.

16-I.C. SURCHARGES FOR PHA-FURNISHED UTILITIES [24 CFR 965.506]

For dwelling units subject to allowances for PHA-furnished utilities where check meters have been installed, the PHA must establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on the PHA's average utility rate. The basis for calculating the surcharges must be described in the PHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in the PHA's average utility rate are not subject to the advance notice requirements discussed under 16-I.D.

For dwelling units served by PHA-furnished utilities where check meters have not been installed, the PHA must establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of PHA-furnished equipment. The surcharge schedule must state the resident-owned equipment (or functions of PHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges must be based on the cost to the PHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

RRHA Policy

RRHA furnishes utilities and does not charge residents for excess utility usage.

16-I.D. NOTICE REQUIREMENTS [965.502]

The PHA must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where the PHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

RRHA Policy

RRHA furnishes utilities and does not charge residents for excess utility usage.

16-I.E. REASONABLE ACCOMMODATION AND INDIVIDUAL RELIEF [24 CFR 965.508]

On request from a family, PHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172].

Likewise, 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 the disability [24 CFR 8 and 100, PH Occ GB, p. 172].

See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with information about the additional allowance required.

PHAs should develop criteria for granting individual relief and to notify residents about the availability of individual relief, and also to notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company [Utility Allowance GB, p. 19, 24 CFR 965.508].

PART II: ESTABLISHING FLAT RENTS

16-II.A. OVERVIEW

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Flat rents are also used to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and proration of rent for a mixed family are discussed in Chapter 6.

16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH 2022-33]

Establishing Flat Rents

The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.

For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.

The 2015 Appropriations Act permits PHAs to apply for an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate, through the submission of a market analysis, that these FMRs do not reflect the market value of a particular property or unit and HUD agrees with the PHA's analysis. The market analysis must be submitted using form HUD-5880, "Flat Rent Market Analysis Summary."

PHAs must receive written HUD approval before implementing exception flat rents. PHAs with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH 2022-33.

PHAs are now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit's utility allowance, if any.

Review of Flat Rents

No later than 90 days after the effective date of the new annual FMRs/SAFMRs/unadjusted rent, PHAs must implement new flat rents as necessary based on changes to the FMR/SAFMR/unadjusted rent or request an exception.

If the FMR falls from year to year, the PHA may, but is not required to, lower the flat rent to 80 percent of the current FMR/SAFMR/unadjusted rent.

RRHA Policy

If the FMR/SAFMR/unadjusted rent is lower than the previous year, the PHA will reduce flat rents to 80 percent of the current FMR/SAFMR.

Applying Flat Rents

RRHA Policy

RRHA will apply updated flat rents at each family's next annual reexamination or flat rent update after implementation of the new flat rents.

Posting of Flat Rents

RRHA Policy

RRHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable PHA or project office.

Documentation of Flat Rents [24 CFR 960.253(b)(5)]

The PHA must maintain records that document the method used to determine flat rents, and that show how flat rents were determined by the PHA in accordance with this method.

PART III: FAMILY DEBTS TO THE PHA

16-III.A. OVERVIEW

Families are required to reimburse the PHA if they were charged less rent than required because the family either underreported or failed to report income. PHAs are required to determine retroactive rent amounts as far back as the PHA has documentation of family unreported income [Notice PIH 2018-18].

This part describes the PHA's policies for recovery of monies owed to the PHA by families.

RRHA Policy

When an action or inaction of a resident family results in the underpayment of rent or other amounts, the PHA holds the family liable to return any underpayments to RRHA.

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.

16-III.B. REPAYMENT POLICY

Family Debts to the PHA

“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

RRHA Policy

Any amount owed to the PHA by a public housing family must be repaid. If the family is unable to repay the debt, the PHA will initiate lease enforcement as outlined in Chapter 13.

Refusal to Enter into An Agreement

If the family refuses to repay the debt, does not enter into a repayment agreement as described below, or breaches a repayment agreement, the PHA will terminate the family's tenancy.

RRHA Policy

When a family refuses to repay monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal written document signed by a tenant and provided to the PHA in which a tenant acknowledges a debt in a specific amount agrees to repay the amount due at specific time periods. The repayment agreement will also include terms of payment, any special provisions of the agreement, and remedies available to RRHA upon default of the agreement.

RRHA Policy

General Repayment Agreement Guidelines

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~~ 36 (3years) 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~~ approved by of the Property Manager, and Assistant Vice President and/or Vice President — Director of Property ManagementPublic Housing, or authorized designee.
4. With exception of extreme circumstances, all debts covered by a Repayment Agreements must be paid within a maximum of ~~twelve~~ thirty-six (12-36) months from the date the Repayment Agreement is executed.

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.

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.

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.

Guidelines for Payment Agreements

Payment agreements will be executed between RRHA and the head of household, spouse and co-head 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~~ the Vice President of Public Housing. No decrease in monthly payments due to hardship will be granted retroactively.

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.

PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

16-IV.A. OVERVIEW

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

RRHA Policy

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. 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.

PART V: RECORD KEEPING

16-V.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA confidentiality requirements.

16-V.B. RECORD RETENTION

The PHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

The PHA must maintain Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy but for a period not to exceed three years from the EOP date [Notice PIH 2018-18].

Notice PIH 2014-20 requires the PHA to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

The PHA must keep confidential records of all emergency transfer requested under the PHA's Emergency Transfer Plan, and the outcomes of such requests, and retain the records for a period of three years, or for a period of time as specific in program regulations [24 CFR 5.2002(e)(12)].

RRHA Policy

RRHA will keep the last three years of the Form HUD-50058 and supporting documentation, and for at least three years after end of participation all documents related to a family's eligibility, tenancy, and termination.

RRHA will keep Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy and for three years from the end of participation date.

In addition, RRHA will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible

- Lead-based paint records as required by 24 CFR 35, Subpart B

- Documentation supporting the establishment of flat rents

- Documentation supporting the establishment of utility allowances and surcharges

- Accounts and other records supporting PHA budget and financial statements for the program

Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, the equal access final rule, or VAWA

Confidential records of all emergency transfers related to VAWA requested under the PHA's Emergency Transfer Plan and the outcomes of such requests

Other records as determined by the PHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

16-V.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

RRHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized RRHA staff.

RRHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886-A]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886-A, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

RRHA Policy

Prior to utilizing HUD's EIV system, RRHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking Records

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, see section 16-VII.E.

PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

16-VI.A. REPORTING REQUIREMENTS [24 CFR 35.1130(e); Notice PIH 2017-13]

The PHA has certain responsibilities relative to children with elevated blood lead levels that are living in public housing.

The PHA must report the name and address of a child identified as having an elevated blood lead level (EBLL) to the public health department within five business days of being so notified by any other medical health care professional. The PHA must also report each known case of a child with an EBLL to the HUD field office.

RRHA Policy

RRHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

RRHA will provide written notice of each known case of a child with an EBLL to the HUD field office, and to HUD's Office of Lead Hazard Control (OLHCHH), within five business days of receiving the information.

16-VI.B. LEAD BASED PAINT POLICY

RRHA Policy

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.

A. 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.

B. 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 or 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.

C. 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.

D. 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.

E. 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), §3 5.115 (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)]

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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

L. 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.

M. 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 and the HUD Office of Lead Hazard Control and Healthy Homes within five (5) business days of being notified. RRHA shall provide the HUD field office documentation that it has completed the activities in paragraphs 1 through 4 in this section within ten (10) business days of the deadline for each activity.
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/ft²) Interior windowsills <250 µg/ft² Window troughs (Clearance only) < 400 µg/ft²

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 ²)
AAS (Laboratory)	≥ 0.5 % lead or 5,000 parts per million lead by

	dry weight
CPSC (1978 law)	$\geq 0.06\%$ or 600 ppm of lead (maximum lead concentration for residential paints only)

Air (OSHA)

Action Level (AL)	≥ 30 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$)
Permissible Exposure Limit (PEL)	$\geq 50 \mu\text{g}/\text{m}^3$

Soil - Federal Thresholds for Bare Soil Contamination (in micrograms per gram: equivalent to parts per million)

Play areas used by children under age 6	$< 400 \mu\text{g}/\text{gram}$
Other areas, if more than 9 ft ² in total area of bare soil per property	$< 2,000 \mu\text{g}/\text{gram}$
Abatement required by HUD	$< 5,000 \mu\text{g}/\text{gram}$

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 ($\mu\text{g}/\text{dl}$) 2 @ $\geq 50 \mu\text{g}/\text{dl}$ – requires medical removal
CDC (Children/ EIBLL)	$\leq$ blood lead level of $20 \mu\text{d}/\text{dl}$ of whole blood for a single test $\leq$ blood lead level of $15\text{-}19 \mu\text{g}/\text{dl}$ in two tests taken at least three months apart
(Adults)	$\leq 25 \mu\text{g}/\text{dl}$ (recommendation)

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/

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/

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 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 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

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.leadSAFEhousing.org

12. The U.S. Centers for Disease Control and Prevention's lead website

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. 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/environ/envhealth/leadStatutesdb.cfm

15. The Lead Listing (for HUD) List companies providing lead services and training opportunities www.leadlisting.org 1-888-LEADLIST.

16. The Environmental Network List companies providing lead services
www.environmentalnetwork.com

17. Public Housing Occupancy Handbook, 7645.1

www.hug.gov/offices/adm/hudclips; click on forms

PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

16-VII.A. OVERVIEW

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA.

- 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.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located in Chapter 3, "Eligibility" (sections 3-I.C and 3-III.F); Chapter 5, "Occupancy Standards and Unit Offers" (section 5-II.D); Chapter 8, "Leasing and Inspections" (section 8-I.B); Chapter 12, "Transfer Policy" (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, "Lease Terminations" (sections 13-III.F and 13-IV.D).

16-VII.B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or
 - Any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship

- The term *domestic violence* includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:
 - The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
 - A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
 - A person with whom the victim shares a child in common
 - A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction
- The term *economic abuse* means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:
 - Restrict a person's access to money, assets, credit, or financial information
 - Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
 - Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term *stalking* means:
 - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
 - Internet enabled devices
 - Online spaces and platforms
 - Computers
 - Mobile devices
 - Cameras and imaging programs
 - Apps
 - Location tracking devices
 - Communication technologies
 - Any other emergency technologies

16-VII.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

RRHA Policy

RRHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of Form HUD-5380, Notice of Occupancy Rights under VAWA, to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of Form HUD-5383, HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

Contact information for local victim advocacy groups or service providers

Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

PHAs are required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

The PHA must distribute a notice of VAWA rights, along with the VAWA self-certification form (HUD-5382) at each of these three junctures.

RRHA Policy

The VAWA information provided to applicants and participants will consist of the notices in Exhibit 16-1 and 16-2.

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include such information in all notices of denial of assistance (see section 3-III.G).

The PHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual reexamination. The PHA will also include such information in all lease termination notices (see section 13-IV.F).

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

RRHA Policy

Whenever RRHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, RRHA may decide not to send mail regarding VAWA protections to the victim's unit if RRHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, RRHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

16-VII.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, stalking, or human trafficking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [FR Notice 11/16/16].

RRHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

RRHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, RRHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by RRHA will be in writing.

Once the victim provides documentation, RRHA will acknowledge receipt of the documentation within 10 business days.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. The PHA must honor any court orders issued to protect the victim or to address the distribution of property. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

RRHA Policy

If presented with conflicting certification documents from members of the same household, RRHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. When requesting third-party documents, RRHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If RRHA does not receive third-party documentation within the required timeframe (and any extensions) RRHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, RRHA will hold separate hearings for the applicants or tenants.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

RRHA Policy

If RRHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, stalking, or human trafficking, RRHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-VII.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, stalking, or human trafficking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

RRHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, RRHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**EXHIBIT 16-1: SAMPLE NOTICE OF OCCUPANCY RIGHTS UNDER THE
VIOLENCE AGAINST WOMEN ACT, HUD Form-5380**

DRAFT

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact C. Trotter, Section 504 Coordinator (RRHA) 804-780-4276 FOR
HOPWA PROVIDERS –

www.rrha.com

. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; AND
3. EITHER
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; OR
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

you should contact your Property Manager.

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. **BUT** the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING
VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD Form-5382**

DRAFT

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.

You are not expected and **cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, and (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, or (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact _____; FOR HOPWA PROVIDERS – _____ or go to _____.

_____. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your

covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact

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

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

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

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

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

- (1) Fear for the person's individual safety or the safety of others or
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

EXHIBIT 16-3:
RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
(RRHA)
EMERGENCY TRANSFER PLAN FOR SURVIVORS OF DOMESTIC VIOLENCE, DATING
VIOLENCE, SEXUAL ASSAULT, AND STALKING

Richmond Redevelopment and Housing Authority (RRHA) is concerned about the safety of its tenants, and such concern extends to tenants who are **survivors** of domestic violence, dating violence, sexual assault, stalking or human trafficking. In accordance with the Violence Against Women Act of 1994, as amended (“VAWA”), **RRHA** allows any tenant who is a survivor of domestic violence, dating violence, sexual assault, stalking or human trafficking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Survivors cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that RRHA is in compliance with VAWA.

Definitions

- **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe unit** refers to a unit that the survivor of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, stalking or human trafficking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

Eligibility for Emergency Transfers

A tenant may seek an emergency transfer to another unit if they or their household member is a survivor of VAWA violence/abuse, as outlined in the “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and **RRHA** must provide a copy if requested. **RRHA** may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a survivor of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**

- a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or (their household member) stays in the same dwelling unit; **OR**
- b. If the tenant (or their household member) is a survivor of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

RRHA, in response to an emergency transfer request, should not evaluate whether the tenant is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Emergency Transfer Policies

Internal transfers when a safe unit is immediately available:

Once a FULL request is received and absent of any conflicting or missing information, RRHA will make every effort to process requests for transfers due to domestic violence, dating violence, sexual assault, stalking, or human trafficking, within a business day. The PHA will allow a tenant to make an emergency transfer (to another Public Housing community) under VAWA once a safe unit is immediately available. The PHA defines *immediately available* as a vacant unit, that is ready for move-in within a reasonable period of time, without disclosing the survivor's location.

Any written request for missing or conflicting information and/or clarifying documents must be responded to within the established timeframe (with consideration of approved extensions) in order to grant approval of the request and to ensure the survivor's safety. Failure to respond may result in denial of the request.

Internal transfers when a safe unit is not immediately available:

If an internal transfer to a safe unit is not immediately available (and won't be available within a reasonable timeframe), the PHA will assist the resident in seeking an external emergency transfer either within RRHA's other Low-Income Public Housing communities or may consider providing hotel lodging for a specified timeframe, if its proven that the family is in imminent danger if they remain within the home (or immediate area of the offense).

In the case of a genuine emergency, it may be unlikely that the PHA will have the time or resources to immediately transfer a tenant. And due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, RRHA may offer alternate accommodations (for example, hotel accommodations or safe house) for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

External transfers:

RRHA will make external transfer offers, for approved requests, to a unit outside of the family's current development to ensure the family's safety and removal from the immediate threat.

Survivors may receive TWO unit offers (outside of the community in which the violence occurred) as an

Emergency Transfers.

Refusal of the offer(s), without good cause, will result in removal from the waitlist and a referral to the Resident Services Coordinator to assess any additional needs or to provide resources and/or referrals to the family.

See further details in Chapter 12, Transfers: Section 12.III.F- Handling of Requests, Section 12.IV.C- Transfer Offer Policy, Section 12.IV.D- Good Cause for Unit Refusal, and Section 12.IV.E. – ReExamination Policies for Transfers.

If the family is requesting a transfer outside of the public housing program, VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program.

RRHA is unable to grant cross platform transfers to a unit outside of its Low-Income Public Housing program, particular if the tenant has not applied for, been selected from the waitlist nor has met the screening and eligibility criteria for that unit/program.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall contact the Property Management office of their community to complete the Emergency Transfer Request Form (HUD Form 5383- Emergency Transfer Request for Certain Victims of Domestic Violence or may obtain a copy of this form at www.rrha.com. If **RRHA** does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, stalking, or **human trafficking**, **RRHA** may ask for this documentation in accordance with 24 CFR 5.2007. Unless **RRHA** receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), **RRHA** cannot require third-party documentation to determine status as a VAWA survivor for emergency transfer eligibility. **RRHA** will provide reasonable accommodations to this policy for individuals with disabilities.

IF RRHA REQUIRES A WRITTEN REQUEST FOR AN EMERGENCY TRANSFER

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a survivor of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 may be used for making a written request for an emergency transfer.

Note:

- The request may be oral or written, with all requests being reduced to writing with the assistance of **RRHA** staff if requested.
- If additional information/documents are needed to verify survivor status, **RRHA** will give at least 14 business days for the survivor to provide the requested documentation and will grant reasonable extensions as needed.
- Unless **RRHA** receives documentation of VAWA violence/abuse that contains conflicting information **RRHA** cannot require any third-party documentation in order to determine whether a tenant seeking an emergency transfer is a VAWA survivor,

Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given priority over other categories in the following order:

1. Emergency transfers (hazardous maintenance conditions, VAWA)
2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other PHA-required transfers
7. Other resident-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the Chief Executive Officer, RRHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Note: A survivor/family (applying to RRHA's Low Income Public Housing Program) may qualify for the VAWA waitlist preference if certification of violence is provided showing the incident occurred within a reasonable timeframe (within 90 days) of the housing application being submitted.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a survivor of VAWA violence/abuse entitled to VAWA protections, RRHA must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a survivor strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by RRHA employees or contractors if explicitly authorized by RRHA for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the survivor in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the survivor's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse.

Emergency Transfer Procedure

RRHA cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. **RRHA** will, however, act as quickly as possible to assist a tenant who qualifies for

an emergency transfer. If **RRHA** identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. **RRHA** may be unable to transfer a tenant and their household to a particular unit if the tenant and their household has not established or cannot establish eligibility for that unit.

If **RRHA** does not have any safe and available units for which the tenant is eligible, **RRHA's Resident Services Team** will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, **RRHA** will also assist the tenant in contacting the local organizations offering assistance to survivors of VAWA violence/abuse that are attached to this plan.

Making the Emergency Transfer Plan Available

This Plan will be made available as an attachment to the agency's Admissions and Continued Occupancy Policy (ACOP) on the agency's website at www.rrha.com and all Property Management Offices.

RRHA will ensure effective communication with individuals with disabilities, including making materials available in alternative accessible formats, as well as providing reasonable accommodations upon request.

Safety and Security of Tenants

When **RRHA** receives any inquiry or request regarding an emergency transfer, **RRHA** will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a survivor service provider. However, tenants are not required to receive guidance or assistance from a survivor service provider.

For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

Additional Resources:

YWCA of Richmond

<http://www.ywcarichmond.org>
(804) 643-6761

Safe Harbor

<http://www.safeharborshelter.com>
(804) 249-9470

Richmond Victim Witness Services

<https://rva.gov › commonwealths-attorney › victim-witness>
(804) 646-7665

The National Domestic Violence Hotline
800.799.SAFE (7233)

DRAFT

DRAFTING NOTES FOR COVERED HOUSING PROVIDERS (MUST NOT APPEAR WORD FOR WORD IN PLAN): *This model contains only general provisions of an emergency transfer plan that apply across the covered HUD programs. Adoption of this model plan without further information addressing how the emergency transfer plan will operate is not sufficient to meet a covered housing provider's responsibility to adopt an emergency transfer plan. Covered housing providers (CHPs) must consult applicable regulations and program-specific HUD guidance when developing their own emergency transfer plans to ensure their plans contain all required elements. Instructions in brackets and drafting notes in italics throughout this document are provided to assist CHPs in drafting their policies and should be removed in the actual plan. "[CHP ACRONYM]" MUST BE REPLACED WITH THE ACRONYM OF THE COVERED HOUSING PROVIDER.*

**MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING**

[INSERT NAME OF CHP; FOR HOPWA PROVIDERS - INSERT NAME OF GRANTEE "[CHP ACRONYM]" is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended ("VAWA"), [CHP ACRONYM] allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. VAWA protections are not limited to women and are available regardless of age or actual or perceived sexual orientation, gender identity, sex, or marital status. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that is in compliance with VAWA.

Definitions

- **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit. [CHP CAN PROVIDE EXAMPLES OF EXTERNAL TRANSFERS.]
- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process. [CHP CAN PROVIDE EXAMPLES OF INTERNAL TRANSFERS.]
- **Safe unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.

- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

Eligibility for Emergency Transfers

A tenant may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and [CHP ACRONYM] must provide a copy if requested. [CHP ACRONYM] may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or (their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

[CHP ACRONYM], in response to an emergency transfer request, should not evaluate whether the tenant is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Emergency Transfer Policies

[INSERT CHP’S EMERGENCY TRANSFER POLICIES, INCLUDING THE FOLLOWING, WHERE APPLICABLE]

Internal transfers when a safe unit is immediately available:

[INSERT CHP’S POLICIES, INCLUDING TIME FRAMES FOR APPROVING OR DENYING AN EMERGENCY TRANSFER REQUEST, ONCE A FULL REQUEST IS RECEIVED AND ABSENT ANY CONFLICTING OR MISSING INFORMATION; POSSIBLE INTERNAL TRANSFER OPTIONS (AS APPLICABLE, AND WITHOUT DISCLOSING THE VICTIM’S LOCATION); AND PRIORITY STATUS RELATIVE TO OTHER TENANTS SEEKING TRANSFERS.]

Internal transfers when a safe unit is not immediately available:

[INSERT CHP’S POLICIES, INCLUDING TIME FRAMES FOR APPROVING OR DENYING AN EMERGENCY TRANSFER REQUEST, POSSIBLE INTERNAL TRANSFER OPTIONS (AS APPLICABLE, AND WITHOUT DISCLOSING THE VICTIM’S LOCATION), AND PRIORITY STATUS RELATIVE TO OTHER TENANTS SEEKING TRANSFERS.]

External transfers:

[INSERT CHP'S POLICIES, INCLUDING CHP'S ROLE IN FACILITATING EXTERNAL EMERGENCY TRANSFERS; IDENTIFYING AND DESCRIBING ANY TRANSFER AGREEMENTS WITH OUTSIDE CHPs; REFERRALS TO COMMUNITY PARTNERS AND AFFORDABLE HOUSING OPTIONS; TIME FRAMES FOR APPROVING OR DENYING AN EMERGENCY TRANSFER REQUEST, ONCE A FULL REQUEST IS RECEIVED AND ABSENT ANY CONFLICTING OR MISSING INFORMATION; AND PRIORITY STATUS GIVEN TO VAWA VICTIMS SEEKING EXTERNAL TRANSFERS INTO CHP'S PROPERTY.]

[INSERT POLICIES AND PROCEDURES FOR ASSISTING TENANTS WITH HOUSING CHOICE VOUCHERS OR OTHER TENANT-BASED RENTAL ASSISTANCE WHO QUALIFY FOR AN EMERGENCY TRANSFER TO MOVE QUICKLY WITH THAT ASSISTANCE.]

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. [CHP ACRONYM] may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify [INSERT SPECIFIC CONTACT INFORMATION, WEBSITE, E-MAIL ADDRESS; AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER.] If [CHP ACRONYM] does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, [CHP ACRONYM] may ask for this documentation in accordance with 24 CFR 5.2007. Unless [CHP ACRONYM] receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), [CHP ACRONYM] cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. [CHP ACRONYM] will provide reasonable accommodations to this policy for individuals with disabilities.

IF CHP REQUIRES A WRITTEN REQUEST FOR AN EMERGENCY TRANSFER

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 may be used for making a written request for an emergency transfer.

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- The emergency transfer plan must include the length of time (at least 14 business days) that the tenant has to provide the requested documentation of VAWA victim status.
- CHPs are not required to request documentation from a tenant seeking an emergency transfer. However, if a CHP elects to require documentation from tenants seeking an emergency transfer, then the documentation requirement must be included in the CHP's emergency transfer plan and must comply with 24 CFR 5.2005(e)(10).

- *CHPs do not have to require that emergency transfer requests be written. The request may be oral or written, at the CHP's option, but the CHP must make its policy and procedures clear in this plan.*
- *CHPs cannot require any third-party documentation in order to determine whether a tenant seeking an emergency transfer is a VAWA victim, unless CHP receives documentation of VAWA violence/abuse that contains conflicting information.*

Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given the following priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists.

[INSERT ANY MEASURE OF PRIORITY GIVEN UNDER THIS EMERGENCY TRANSFER PLAN.]

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- *The emergency transfer plan must detail the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.*
- *The emergency transfer plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.*
- *The emergency transfer plan must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that the CHP may already provide to other types of emergency transfer requests.*
- *CHPs should also refer to the applicable program regulations to determine if priorities or admission preferences apply with respect to external emergency transfers.*

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, [CHP ACRONYM] must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by [CHP ACRONYM] employees or contractors if explicitly authorized by [CHP ACRONYM] for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly,

Emergency Transfer Procedure

[CHP ACRONYM] cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. [CHP ACRONYM] will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If [CHP ACRONYM] identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. [CHP ACRONYM] may be unable to transfer a tenant and their household to a particular unit if the tenant and their household has not established or cannot establish eligibility for that unit.

If [CHP ACRONYM] does not have any safe and available units for which the tenant is eligible, [CHP ACRONYM] will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, [CHP ACRONYM] will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are attached to this plan.

Making the Emergency Transfer Plan Available

[INSERT CHP'S POLICY FOR MAKING THE EMERGENCY TRANSFER PLAN AVAILABLE UPON REQUEST AND, WHEN FEASIBLE, PUBLICLY AVAILABLE.]

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- All materials must ensure effective communication with individuals with disabilities, including making materials available in alternative accessible formats, as well as providing reasonable accommodations.
- Additionally, CHP must have VAWA forms available in the language(s) outlined in their language access plan to meet limited English proficiency (LEP) obligations.

Safety and Security of Tenants

When [CHP ACRONYM] receives any inquiry or request regarding an emergency transfer, [CHP ACRONYM] will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider.

For additional information on VAWA and to find help in your area, visit

<https://www.hud.gov/vawa>.

[INSERT CONTACT INFORMATION FOR LOCAL ORGANIZATIONS OFFERING ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING.]

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- Including a section on "Safety and Security of Tenants" and additional resources is encouraged, but not required.
- If CHP's have arrangements, including memoranda of understanding with other CHPs to facilitate moves, this information should be attached to the emergency transfer plan as well.

Public reporting burden for this collection of information is estimated to range from four to eight hours per each covered housing provider's response, depending on the covered housing program. This includes the time to develop program and project-specific emergency transfer policies and develop contacts with local service providers. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban

Development, 451 7th Street, SW, Washington, DC 20410. This is a model plan and covered housing providers in programs covered by VAWA may, at their discretion, use it to develop their own emergency transfer plans, as required under 24 CFR 5.2005(e). While HUD does not intend to collect emergency transfer plans, HUD may access these plans to ensure compliance with the regulations. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR VICTIMS OF
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR
STALKING, HUD Form- 5383**

DRAFT

**EMERGENCY TRANSFER REQUEST FOR VICTIMS OF
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act ("VAWA"). This form refers to domestic violence, dating violence, sexual assault, or stalking as "VAWA violence/abuse."

VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.

You may request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **or**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider's VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for additional housing rights you may be entitled to.

Am I required to submit any documentation to my covered housing provider? Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, in addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the VAWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for more information.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, or (3) is required to do so by law.

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Form HUD-5383

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I need this information in a language other than English? To read this in Spanish or another language, please contact _____; FOR HOPWA PROVIDERS – _____ or go to _____.

. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact _____.

TO BE COMPLETED BY OR ON BEHALF OF THE TENANT REQUESTING AN EMERGENCY TRANSFER

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other household member(s): _____

4. Name(s) of other household member(s) who would transfer with the victim: _____

5. Name of the perpetrator (if known and can be safely disclosed): _____

6. Address of location from which the victim seeks to transfer: _____

7. Current Unit Size (# of bedrooms): _____

8. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____
Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____
Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____
Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

9. Anything else your housing provider should know to safely communicate with you?

10. What features are requested for a safe unit? You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live.

(Please note that the ability to provide an emergency transfer is based on unit availability.)

☐ New Neighborhood	☐ New Building
☐ First Floor unit	☐ Second Floor unit (and above)
☐ Near an Exit	☐ Well-lit hallways/walkways
☐ 24-hour Security	☐ Accessible unit
☐ Other: _____	

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit **any one** of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

Certification of Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that I meet the conditions described on this form to qualify for an emergency transfer.

Signature _____ Date _____

Public reporting burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Chapter 17

RELOCATION

PART 1: OVERVIEW

I.A. Purpose

The objective of this chapter is to provide overall guidance for directing the relocation of Richmond Redevelopment and Housing Authority (RRHA) public housing residents and other individuals or entities in conjunction with redevelopment/development activities.

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 National Standards for the Physical Inspection of Real Estate (NSPIRE) 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.

I.B. 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.

I.C. 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.

I.D. 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.

I.E. 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.

PART II: 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** 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."

I. 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 specificity the kinds of assistance which may be available to households under the various development programs.

Subject	Section 104(d)	URA	Section 18
Eligibility for Assistance			
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 Existing Housing Fair Market Rent (FMR) and the market rent after rehab was above the FMR.	Displaced persons are eligible for assistance regardless of pre-and post-rehabilitation rents.	Displaced persons are eligible for assistance regardless of pre-and post-rehabilitation rents.
Individual	Displaced person eligible	Displaced person eligible	Displaced person

Subject	Section 104(d)	URA	Section 18
Eligibility for Assistance			
displaced by demolition	regardless of the pre-demolition rent.	regardless of the pre-demolition rent.	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
Amount of Assistance Provided			
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: • Payment for actual moving and related expenses; or • Alternative allowance based on DOT Schedule	Person may choose either: • Payment for actual moving and related expenses; or • Alternative allowance based on DOT Schedule	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 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 or other acceptable 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 may 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 redevelopment/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 may also pay the household an 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	Additional Room, More than 8 Rooms	1 room/- no furn.	Additional room no furn.
700	900	1100	1300	1500	1700	1900	2100	\$2,100 plus \$300.00	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, ~~Service or Assistance Animal~~~~Pet~~, and Utility Deposits: RRHA ~~will~~ pay the cost of all security, ~~service or assistance animal~~~~pet~~ (if previously approved as a Reasonable Accommodation), and utility deposits resulting from resident moves. RRHA will also refund existing security deposits minus any damage charges to residents when they move except those moving to other RRHA public housing sites. If a displaced household selects transferring to another RRHA public housing site, their original security deposit minus any cost for damages, as applicable, will be transferred to their rental account at the other RRHA public housing site selected.
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 excluding 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 a listing of local nonprofits who provide downpayment assistance for residents selecting homeownership as their relocation option.. 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

All eligible displaced households will be assisted with finding a comparable available replacement dwelling. Each household will be assigned RRHA or 3rd party vendor staff. The following assistance will be provided:

1. Identification of an 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. 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

Enhanced counseling services will be provided 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

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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 the actual relocation of the affected household ~~state~~.

R. Tenant References

RRHA will offer tenant references to displaced public housing residents moving to private housing.

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.

PART 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.

III.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. In addition, households must meet certain income restrictions not only for project-based vouchers, but also for Low Income Housing Tax Credit (LIHTC) funded units when applicable. If household relocated owing a balance to RRHA, the balance must be paid in full before returning to the new or redeveloped site.

II.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.
3. RRHA shall offer available units to waiting list applicants sharing the same preference according to the following priorities:
 - a. Households that include an elderly (62 years or older) or disabled person shall receive offers first.
 - b. Households with children in daycare or in schools in the vicinity shall receive offers next.
 - c. 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.
4. 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.

III.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 conventions 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.

III.E. 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 14 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.

PART IV: Relocation Procedures

IV.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.

RRHA may require the use of a Re-Housing Agreement that is signed by the tenant.

A. 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 nonresidential 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.

B. 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).

C. 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 or a designated 3rd party vendor staff 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 or a designated 3rd party vendor staff 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 RRHA or a designated 3rd party vendor staff 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) Assigned RRHA or 3rd party vendor staff should pay particular attention to income disregards. If a household is found to be eligible, a project lead should be contacted before proceeding.
 - g. Offer a comparable unit.

Once relocation preference and eligibility are confirmed, a comparable unit for the household can be identified

 - i. If a comparable unit is available before the ION date, and the resident wishes to relocate early, assigned RRHA or 3rd party vendor staff 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, assigned RRHA or 3rd party vendor staff 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
- 8. For other off-site moves, relocation counseling is provided.

Based on information gathered during the Intake Interview, assigned RRHA or 3rd party vendor staff 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, assigned RRHA or 3rd party vendor staff 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, assigned RRHA or 3rd party vendor staff 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.
- v. When there are only 1-4 households left in a building, RRHA may conduct an Emergency safety move for those households. Transferred households are provided with choices relating to their moves.
- b. Housing Choice Vouchers (Section 8)
 - i. The assigned RRHA or 3rd party vendor staff 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), assigned RRHA or 3rd party vendor staff will refer the resident to the Section 8 department immediately to begin the process. Any decision to “Port Out” will be made by HCVP.
 - iii. If necessary, assigned RRHA or 3rd party vendor staff 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 HCVP for:
 - (1) Lease approval; and
 - (2) Inspection
 - vi. HCVP 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.

II. 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.

GLOSSARY

A. ACRONYMS USED IN PUBLIC HOUSING

ACC	Annual contributions contract
ACOP	Admissions and continued occupancy policy
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
AMI	Area median income
AMP	Asset management project
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFP	Capital fund program
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
COCC	Central office cost center
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office

HA	Housing authority or housing agency
HCV	Housing choice voucher
HIP	Housing Information Portal
HOPE VI	Revitalization of Severely Distressed Public Housing Program
HOTMA	Housing Opportunity through Modernization Act of 2016
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System
IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
IVT	Income Validation Tool
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
LIHTC	Low-income housing tax credit
MTW	Moving to Work
NOFA	Notice of funding availability
NSPIRE	National Standards for the Physical Inspection of Real Estate
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and
Budget PASS	Plan to Achieve Self-Support
PHA	Public housing agency
PHAS	Public Housing Assessment System
PIH	(HUD Office of) Public and Indian Housing
QC	Quality control
QHWRA	Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)

RAD	Rental Assistance Demonstration Program
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
ROSS	Resident Opportunity and Supportive Services
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency
TANF	Temporary assistance for needy families
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Act
VCA	Voluntary Compliance
Agreement	

B. GLOSSARY OF PUBLIC HOUSING TERMS

Accessible. The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

Adjusted income. Annual income (as determined under 24 CFR 5.609), of the members of the family residing or intending to reside in the dwelling unit less allowable HUD deductions and allowances.

Affiliated individual. With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in loco parentis (in the position or place of a parent), or any individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.

Alternative non-public housing rent. A monthly rent equal to the greater of:

- The applicable fair market rent, as defined in 24 CFR part 888, subpart A, for the unit; or
- The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Prior to PHA implementation of HOTMA 102/104: Annual income. The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Upon PHA implementation of HOTMA 102/104: Annual income. All amounts not specifically excluded in 24 CFR 5.609(b), received from all sources by each member of the family who is 18 years of age or older or is the head of household, spouse or cohead, plus unearned income by or on behalf of each dependent who is under 18 years of age.

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

As-paid states. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

Assets. (See *net family assets*.)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Ceiling rent. The highest rent amount the PHA will require a family to pay, for a particular unit size, when the family is paying an income-based rent.

Child. A member of the family other than the family head or spouse who is under 18 years of age.

Child-care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child-care. In the case of child-care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. A citizen or national of the United States.

Cohead. An individual in the household who is equally responsible for the lease with the head of household. A family may have a cohead or spouse but not both. A cohead never qualifies as a dependent. The cohead must have legal capacity to enter into a lease.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Day laborer. An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

De minimis error. An error that results in a difference in the determination of a family's adjusted income of \$30 or less per month.

Dependent. A member of the family (which excludes foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Dependent child. In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

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

Disabled family. A family whose head, cohead, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See *person with disabilities*.

Disallowance. Exclusion from annual income.

Displaced family. 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 laws.

Domestic violence. Felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

Domicile. The legal residence of the household head or spouse as determined in accordance with state and local law.

Drug-related criminal activity. The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Earned income. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

Economic abuse. Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

Economic self-sufficiency program. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

Effective date. The "effective date" of an examination or reexamination refers to: (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of reexamination of an existing tenant, the date the redetermined rent becomes effective.

Elderly family. A family whose head, cohead, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person. An individual who is at least 62 years of age.

Eligible family (Family). A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR.

Employer identification number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted as evidence of citizenship or eligible immigration status. (See 24 CFR 5.508(b).)

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area as determined by HUD, whichever number is higher, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. (See 24 CFR 5.603.)

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.

Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

Family. Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.

- A single person, who may be:
 - o An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
 - o An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
- A group of persons residing together, and such group includes, but is not limited to:
 - o A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - o An elderly family;
 - o A near-elderly family;
 - o A disabled family;
 - o A displaced family; and
 - o The remaining member of a tenant family.

Family self-sufficiency program (FSS program). The program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the coordination of supportive services to these families (24 CFR 984.103).

Federal agency. A department of the executive branch of the federal government.

Flat rent. Rent that is based on the market rent charged for comparable units in the private unassisted rental market, set at no less than 80 percent of the current fair market rent (FMR), 80 percent of the small area fair market rent (SAFMR), or 80 percent of the unadjusted rent, with utility allowances applied as necessary. The unadjusted rent is the FMR estimated directly from source data that HUD uses to calculate FMRs in nonmetropolitan areas.

Foster adult. A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster child. A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Foster child-care payment. A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.

Full-time student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (See 24 CFR 5.603)

Gender identity. Actual or perceived gender-related characteristics.

Handicap. Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Health and medical care expenses. Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

Housing agency (HA). See *public housing agency*.

HUD. The U.S. Department of Housing and Urban Development.

Human trafficking. A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

Imputed asset. An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

Imputed asset income. When the value of net family assets exceeds \$50,000 and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's annual income and therefore reflected in the family's rental contribution.

Income-based rent. A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Income Validation Tool (IVT) Accessible through HUD's EIV system, provides validation of tenant reported wages, unemployment compensation, and Social Security benefits by comparing the income reported in IMS-PIC via form HUD-50058 to information received from the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH), and the Social Security Administration (SSA) data sharing agreements.

Independent contractor. An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

Individual with handicaps. See *person with disabilities*.

Upon PHA implementation of HOTMA 102/104: Inflationary index. An index based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) used to make annual adjustments to the deduction for elderly disabled families, the cap for imputing returns on assets, the restriction on net family assets, the amount of net assets the PHA may determine based on self-certification by the family, and the dependent deduction.

Jurisdiction. The area in which the PHA has authority under state and local law to administer the program.

Lease. A written agreement between the PHA and a tenant family for the leasing a public housing unit. The lease establishes the legal relationship between the PHA and the tenant family.

Live-in aide. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.

Minimum rent. An amount established by the PHA of zero to \$50.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

Mixed family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Prior to PHA implementation of HOTMA 102/104: Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Upon PHA implementation of HOTMA 102/104: Net family assets. (1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment. (2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets. (3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family. (4) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

Noncitizen. A person who is neither a citizen nor national of the United States.

Non-public housing over-income family. A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

Over-income family. A family whose income exceeds the over-income limit.

Over-income limit. The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4.

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

Participant (participant family). A family that has been admitted to the PHA program and is currently assisted in the program.

Person with disabilities. *For the purposes of program eligibility.* A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. *For the purposes of reasonable accommodation.* A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Premises. The building or complex in which the dwelling unit is located, including common areas and grounds.

Previously unemployed. With regard to the earned income disallowance, a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Public assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

Public housing agency (PHA). Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Upon PHA implementation of HOTMA 102/104: Real property. Has the same meaning as that provided under the law of the State in which the property is located.

Reasonable accommodation. A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

Recertification. Sometimes called *reexamination*. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

Remaining member of the tenant family. The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (See *residency preference area*).

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Responsible entity. For the public housing program, the PHA administering the program under an ACC with HUD.

Secretary. The Secretary of Housing and Urban Development.

Seasonal worker. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

Section 8. Section 8 of the United States Housing Act of 1937; refers to the housing choice voucher program.

Security deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the PHA upon termination of the lease.

Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a))

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

Single person. A person living alone or intending to live alone.

Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Specified welfare benefit reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State wage information collection agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Technological abuse. An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers
- Mobile devices
- Cameras and imaging programs
- Apps
- Location tracking devices
- Communication technologies
- Any other emergency technologies

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent. The amount payable monthly by the family as rent to the PHA.

Total tenant payment (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Unearned income. Any annual income, as calculated under § 5.609, that is not earned income.

Utilities. Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

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

Utility reimbursement. The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment (TTP) for the family occupying the unit.

Veteran. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

Violence Against Women Act (VAWA). Prohibits denying admission to, denying assistance under, or evicting from a public housing unit an otherwise qualified applicant or tenant on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Waiting list. A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.

Welfare assistance. Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (24 CFR 984.103), *welfare assistance* includes only cash maintenance payments designed to meet a family's ongoing basic needs. Does not include nonrecurring short term benefits designed to address individual crisis situations, work subsidies, supportive services such as child-care and transportation provided to families who are employed, refundable earned income tax credits, contributions to and distributions from Individual Development Accounts under TANF, services such as counseling, case management, peer support, child-care information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support, amounts solely directed to meeting housing expenses, amounts for health care, Supplemental Nutrition Assistance Program (SNAP) and emergency rental and utilities assistance, SSI, SSDI, or social security, and child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not the need of the child's current non-parental caretaker.

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HOTMA 102/104 Appendix to the ACOP

Purpose of the Appendix

HUD published a final rule on February 14, 2023, revising regulations related to income, assets, adjusted income, verification, and reexams (among others) to implement Sections 102 and 104 of HOTMA. While the new regulations were effective January 1, 2024, HUD has delayed the compliance date for HOTMA 102/104. Initially, HUD published a delayed compliance date of January 1, 2025, but HUD again delayed the compliance date for HOTMA 102/104 and no new date has been provided. *Compliance* with Sections 102 and 104 of HOTMA means not only applying HOTMA 102/104 regulations to affected programs but also reporting in HUD's new Housing Information Portal (HIP) system. Currently, PHAs remain unable to comply with HOTMA 102/104 because compliance depends on transitioning from HUD's IMS/PIC system (which is unable to accept HOTMA-compliant Form HUD-50058) to HUD's new HIP system (which will be the only system that accepts HOTMA-compliant Form HUD-50058). PHAs cannot transition to HOTMA until HIP is in place, HOTMA-compliant, and accessible. However, HUD has determined that a few HOTMA 102/104 policies are not dependent on transition systems and easily isolated from other HOTMA 102/104 policy changes. These policies may be implemented prior to the migration to HIP.

HUD stated that PHAs may update their policy documents before determining the date at which they will transition to all HOTMA Section 102 and 104 policies. HUD stated that in order to update their policy documents for HOTMA in this circumstance, PHAs may create an appendix that contains the HOTMA policies that will be incorporated at a later date. The model policy adopts such an approach. HOTMA 102/104 policies are provided in each affected area of the model policy. However, with the exception of the policies HUD has indicated may be adopted early, HOTMA policies that are "on hold" are indicated in the model policy as such. Further, an appendix has been provided to explicitly call out those policies that are on hold.

HOTMA 102/104 Policies Not Yet Implemented

Chapter 00

No HOTMA 102/104 policies apply.

Chapter 1

No HOTMA 102/104 policies apply.

Chapter 2

No HOTMA 102/104 policies apply.

Chapter 3

Model policy section 3-I.B. FAMILY AND HOUSEHOLD is amended to comply with section E.1 of Notice PIH 2023-27, Definition of Family
Model policy section 3-I.K. FOSTER CHILDREN AND FOSTER ADULTS is amended to comply with section E.2 of Notice PIH 2023-27, New Definitions of Foster Adult and Foster Child
Model policy section 3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION is amended to comply with section J.2 of Notice PIH 2023-27, Revocation of Consent
Model Policy section 3-III.C. RESTRICTION ON ASSISTANCE BASED ON ASSETS is added to comply with section A.1 of Notice PIH 2023-27, Asset Limitation

Chapter 4

No HOTMA 102/104 policies apply.

Chapter 5

No HOTMA 102/104 policies apply.

Chapter 6

Prior to the PHA's HOTMA compliance date, the PHA will follow policies in Chapter 6.A.

Upon the PHA's HOTMA compliance date, the PHA will follow policies in Chapter 6.B.

Chapter 7

Prior to the PHA's HOTMA compliance date, the PHA will follow policies in Chapter 7.A.

Upon the PHA's HOTMA compliance date, the PHA will follow policies in Chapter 7.B.

Chapter 8

No HOTMA 102/104 policies apply.

Chapter 9

Prior to the PHA's HOTMA compliance date, the PHA will follow policies in Chapter 9.A.

Upon the PHA's HOTMA compliance date, the PHA will follow policies in Chapter 9.B.

Chapter 10

No HOTMA 102/104 policies apply.

Chapter 11

No HOTMA 102/104 policies apply.

Chapter 12

No HOTMA 102/104 policies apply.

Chapter 13

Model policy section 13-II.B. FAILURE TO PROVIDE CONSENT is amended to comply with section J.2 of Notice PIH 2023-27, Revocation of Consent

Model Policy section 13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION is amended to comply with section A.1 of Notice PIH 2023-27, Asset Limitation

Chapter 14

No HOTMA 102/104 policies apply.

Chapter 15

Model policy section 15-II.C. PHA-CAUSED ERRORS OR PROGRAM ABUSE is amended to comply with 24 CFR 5.609(c)(4), De Minimis Errors

Chapter 16

No HOTMA 102/104 policies apply.

Glossary

The following definitions are applicable upon the PHA's implementation of HOTMA 102/104:

- Annual income (revised)
- Day laborer
- De minimis error
- Earned income
- Family (revised)
- Foster adult
- Foster child
- Independent contractor
- Inflationary index
- Net family assets (revised)
- Real property
- Seasonal worker
- Unearned income