



HOUSTON
HOUSING AUTHORITY

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

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CHAPTER 1: OVERVIEW OF THE PROGRAM AND ACOP

1.1 INTRODUCTION

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Houston Housing Authority (HHA) governing Public Housing and Section 8 New Construction occupancy in property HHA owns. Policies contained in this ACOP can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

1.2 ORGANIZATION AND STRUCTURE OF HHA

HHA was first created by the Houston City Council in 1938 in response to federal legislation (the United States Housing Act of 1937) and enabling state legislation that charged local entities with providing decent, safe, and sanitary housing for low to moderate-income families and individuals.

The officials of HHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and are generally responsible for establishing policies under which HHA conducts business, ensuring that policies are followed by HHA staff and ensuring that the HHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions are taken through written resolutions, adopted by the board of commissioners and entered into HHA's official records.

The principal staff member of HHA is the executive director (ED), hired and appointed by the board of commissioners. The executive director is directly responsible for carrying out the policies established by the board and is delegated the responsibility for hiring, training and supervising HHA staff in order to manage the day-to-day operations of the HHA. The executive director is responsible for ensuring compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

1.3 HHA'S MISSION

The mission of the Houston Housing Authority (HHA) is to improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency.

1.4 OVERVIEW AND PURPOSE OF THE ACOP

The ACOP is HHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, U.S. Department of Housing and Urban Development (HUD) requirements and HHA-approved MTW policies. The ACOP also contains policies that support the objectives contained in HHA's Agency Plan.

Key definitions may be found in [GLOSSARY OF TERMS AND DEFINITIONS](#).

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.

1.5 UPDATING AND REVISING THE ACOP

New HUD regulations or other required guidance will apply when issued. HHA will update the ACOP as needed to reflect these changes in regulations, HHA operations, or when needed to ensure staff consistency in operation.

The original ACOP and any changes are approved by HHA's Board of Commissioners. HHA may make non-substantive changes and edits to the ACOP to clarify policy language.

The ACOP is available for public review.

1.6 REGULATORY AND STATUTORY WAIVERS

During periods of declared states of emergency, as certified by the applicable government designee with authority in HHA's jurisdiction, HHA may adopt HUD-published regulatory and/or statutory waivers to respond to the emergency. Where such waivers are adopted, HHA will retain documentation to identify the Statute/Regulation being waived, as well as the alternative requirement and period start and end dates for such waivers.

Where a waiver allows HHA to adopt and implement changes to the ACOP without formal board approval, such informally adopted policies will be formally adopted and implemented consistent with required timelines and fair housing and equal opportunity statutes and regulations. HHA will follow applicable HUD tenant notification guidance regarding changes to policies, rules and/or special charges to tenants.

1.7 MOVING TO WORK (MTW) DESIGNATION

HHA has entered into a Moving to Work (MTW) Amendment to the Annual Contributions Contract (ACC) with HUD. This MTW designation allows HHA to design and test innovative methods of providing housing and delivering services to low-income households in an efficient and effective manner.

HHA's participation in the expansion of the MTW demonstration is governed by the MTW Operations Notice for the Expansion of the Moving to Work Demonstration as it is issued and may be amended in the future, or any successor notice issued by HUD. As a participant in the MTW demonstration, HHA must operate in accordance with the express terms and conditions set forth in the MTW Operations Notice.

The term of the amendment is for 20 years from the beginning of the HHA's first full fiscal year following execution by HHA and HUD; or, until termination of the MTW amendment to the ACC, whichever is sooner.

As a participant in the MTW program, HHA is exempted from specific provisions of the Housing Act of 1937 (the Act) and its implementing regulations as specified in the MTW Operations Notice; however, HHA remains subject to all other applicable requirements including, but not limited to, those in Title 24 of the Code of Federal Regulations and Title 42 of the U.S. Code, Appropriations Acts. HHA is part of MTW *Cohort #2* which involves a six-year evaluation of alternative rent policies designed to increase resident self-sufficiency and reduce administrative burdens.

HHA's MTW policies are referenced throughout this Plan, including which policies are applicable to specified program and household types. Additionally, general MTW policies and a summary of policies are provided in the [MOVING TO MOVING \(MTW\) PROGRAM](#) chapter.

1.8 HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT (HOTMA) OF 2016

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.

- **Sections 102, 103, and 104.** The Final Rule implementing broad changes to income and asset 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; this was reissued on February 2, 2024 to provide revisions and further guidance.
 - Subsequently, the implementation of certain provisions of sections 102 and/or 104 of HOTMA have been delayed by HUD, while others are set to be implemented effective for recertifications effective on or after July 1, 2025, pursuant to Notice PIH 2024-38. HHA has updated its policies throughout this Plan to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this Plan.
 - Provisions of HOTMA for which implementation has been delayed by HUD are referenced throughout this Plan with a note to indicate that the provision has been delayed and is not able to be implemented until further instruction from HUD.
- **Sections 101, 105, 106, and 112:** On May 7, 2024, HUD published a Final Rule in the *Federal Register* implementing further changes under HOTMA, specific to Sections 101, 105, 106, and 112 of HOTMA and in reference to the October 8, 2020 proposed rule. The provisions under these sections are anticipated to be addressed in HHA's Administrative Plan, as they relate to the Housing Choice Voucher (HCV) program.

HHA has updated its policies throughout this ACOP to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this ACOP. As of the date of this ACOP, HHA is awaiting further guidance from HUD regarding the implementation of certain provisions and related requirements, as well as information that will be used by HHA to determine its internal compliance date, if earlier than January 1, 2025.

HHA will update this ACOP and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. HHA will comply with the HOTMA Final Rule and all requirements, with the exception of policies that have been waived by HHA pursuant to an authorized and approved MTW Activity.

CHAPTER 2: MOVING TO WORK (MTW) PROGRAM

As a participant in the MTW program, HHA is exempted from specific provisions of the Housing Act of 1937 (the Act) and its implementing regulations as specified in the MTW Operations Notice; however, HHA remains subject to all other applicable requirements including, but not limited to, those in Title 24 of the Code of Federal Regulations and Title 42 of the U.S. Code, Appropriations Acts.

HHA is part of MTW *Cohort #2* which involves a six-year evaluation of alternative rent policies designed to increase resident self-sufficiency and reduce administrative burdens. Under this activity, HHA will implement an income-based flat tiered rent model applicable to public housing families who are randomly selected to participate in the MTW alternative rent evaluation initiative and assigned to the *Treatment* group.

2.1 CHART OF MTW POLICIES

The following table reflects the MTW policies contained in HHA's ACOP including the respective effective date for each policy initiative and modification.

Waiver	Title/Description	Approved FY	Chapter	Section	Applicable Programs/ Households
Tiered Rent Policies					
1.b.	Tiered Rent	FY 2022	<ul style="list-style-type: none"> CHAPTER 2: MOVING TO WORK (MTW) PROGRAM CHAPTER 10: INCOME AND ADJUSTED INCOME CHAPTER 12: RENT APPENDIX E: TIERED RENT TABLE 	<ul style="list-style-type: none"> 2.2 MTW Tiered Rent Policy 10.4.2 Income at Regular Recertifications: Retrospective Income 12.3 Treatment Group APPENDIX E: TIERED RENT TABLE 	MTW – Treatment Group only
1.s.	Elimination of Deductions	FY 2022	<ul style="list-style-type: none"> CHAPTER 10: INCOME AND ADJUSTED INCOME CHAPTER 13: HARDSHIPS 	<ul style="list-style-type: none"> 10.7 Adjusted Income 10.7.1 Dependent Deduction 10.7.5 Child Care Expense Deduction 13.4 Treatment Group Only 	MTW – Treatment Group only

Waiver	Title/Description	Approved FY	Chapter	Section	Applicable Programs/ Households
1.w.	Alternative Income Inclusions/ Exclusions	FY 2022	<ul style="list-style-type: none"> CHAPTER 10: INCOME AND ADJUSTED INCOME 	<ul style="list-style-type: none"> 10.3.1 Excluded Income – MTW Policy 10.6.2 General Calculation of Asset Income 	All MTW-assisted households
Reexaminations					
3.b.	Alternative Reexamination Schedule for Households	FY 2022	<ul style="list-style-type: none"> CHAPTER 15: REEXAMINATIONS AND CONTINUED OCCUPANCY 	<ul style="list-style-type: none"> 15.5 Regular Reexaminations 	All MTW-assisted households
3.d.	Self-Certification of Assets	FY 2022	<ul style="list-style-type: none"> CHAPTER 9: VERIFICATION 	<ul style="list-style-type: none"> 9.8 Verification of Assets 	All MTW-assisted households
Agency-Specific Waivers					
Agency-Specific	Alternative Verification Methods	FY 2022	<ul style="list-style-type: none"> CHAPTER 9: VERIFICATION 	<ul style="list-style-type: none"> 9.4.1 Alternative Verification Hierarchy 9.4.2 Alternative Verification Requirements 9.5.1 Substantial Difference 	All MTW-assisted households

2.2 MTW TIERED RENT POLICY

HHA, as part of MTW Cohort #2, is required to apply MTW policies to specific groups of randomly selected program participants—herein referred to as the **Treatment group**—and conversely, cannot apply other MTW policies to randomly selected participants, herein referred to as the **Control group**. Finally, HHA has discretion to apply certain MTW policies to a third group of participants outside of the Treatment and Control groups, herein referred to as the **Excluded group**. Outlined below are the definitions of the participants who make up each of the aforementioned groups. The ACOP will identify the policies and related group for which the policy is applicable. Where there is no policy distinction, the policy applies to all groups. Applicable households who are part of RAD conversions to PBV may be assigned to the Treatment or Control group.

1. **Treatment Group:** Non-elderly, non-disabled households who were randomly selected, during the initial 12-month enrollment period, to have their rent calculated using the HHA's required Tiered Rent policy. This includes randomly selected existing residents as well as applicable, randomly selected new admissions during the initial enrollment period.
2. **Control Group:** Non-elderly, non-disabled households who were randomly selected to have their rent calculated in accordance with standard public housing program regulations with no MTW waivers applied. Tiered Rent does not apply to residents in the Control group.

3. **Excluded Group:** The following households are in the excluded group:
- a. Head, Co-Head, Spouse 56 years of age or older;
 - b. Head, Co-Head, Spouse is disabled;
 - i. Household must meet the HUD definition of *disabled household* to be excluded and may self-certify that they have applied for Social Security (disability) for the head, co-head or spouse.
 - c. Current FSS participants;
 - d. Mixed eligibility families;
 - e. Households receiving Earned Income Disregard (EID);
 - f. Households living in developments that underwent a PBRA RAD conversion (not excluded if PBV conversion);
 - g. Households in phase-in period under RAD protections;
 - h. Households who are not yet indicated as disabled according to HUD definition, but:
 - i. Have been approved to receive SSI/SSDI but have not yet received first payment; or
 - ii. Have a pending SSI/SSDI application in (applied recently and waiting to learn of approval status).

If a household is assigned to the tiered rent rules group but then subsequently becomes disabled (meets HUD definition of disabled) HHA can switch the household to the standard rent rules.

Tiered rent does not apply to the Excluded group.

CHAPTER 3: FAIR HOUSING AND EQUAL OPPORTUNITY

3.1 OVERVIEW

This chapter explains the laws and HUD regulations requiring HHA 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 policies and processes. The responsibility for further nondiscrimination pertains to all areas of HHA's public housing program.

3.2 NON-DISCRIMINATION

HHA treats all applicants and clients equally, providing the same quality of service, regardless of household characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and/or disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. HHA will comply with all applicable federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964;
2. 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);
3. Executive Orders 11063 and 13988;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act (ADA) of 1975;
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
7. 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;
8. Violence Against Women Reauthorization Act of 2022 (VAWA).

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

Any applicable state laws or local ordinances and any legislation protecting individual rights of participating households, applicants, or staff that may subsequently be enacted will also apply.

3.2.1 Protected Classes

HHA will not discriminate on the basis of race, color, sex, religion, familial status, age, disability, national origin, gender identity, marital status or sexual orientation (called *protected classes*).

HHA will not use any of the household characteristics or background described above to:

1. Deny to any household the opportunity to apply for housing, nor deny any qualified applicant the opportunity to participate in the public housing program;
2. Provide housing that is different from that provided to others;
3. Subject anyone to segregation or disparate treatment;
4. Subject anyone to sexual harassment;
5. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
6. Treat a person differently in determining eligibility or other requirements for admission;
7. Steer an applicant or client toward or away from a particular area based any of these factors;
8. Deny anyone access to the same level of services;
9. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
10. Discriminate in the provision of residential real estate transactions;
11. Discriminate against someone because they are related to or associated with a member of a protected class; or
12. 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.

3.2.2 Providing Information to Families

HHA takes steps to ensure that families are fully aware of all applicable civil rights laws.

3.2.3 Discrimination Complaints

Applicants or households that believe they have been subject to unlawful discrimination may notify HHA. HHA will attempt to remedy discrimination complaints made against HHA and will conduct an investigation into all allegations of discrimination.

HHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

HHA will keep a record of all complaints, investigations, notices, and corrective actions.

3.3 POLICIES RELATED TO PERSONS WITH DISABILITIES

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 provide a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

HHA must ensure that persons with disabilities have full access to HHA'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.

HHA will ask all applicants and residents if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by HHA.

See [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#).

3.3.1 Definition of Disability

There are two different definitions for *person with a disability* used in the public housing program. One definition is used to qualify a family for a **disabled deduction**—either as a disabled household or as a dependent for an other adult with a disability—and the other is used in determining eligibility for a **reasonable accommodation**.

Disabled Deduction: Definition of a Person with a Disability

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

1. 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 by 42 U.S.C 416(i)(1)), 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.

2. Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
3. 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) **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:
 - (1) Self-care,
 - (2) Receptive and expressive language,

- (3) Learning,
 - (4) Mobility,
 - (5) Self-direction,
 - (6) Capacity for independent living,
 - (7) 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 three or more of the following criteria if the individual, without services and supports, has a high probability of meeting those criteria later in life: self-care, receptive and expressive language, learning, mobility, self-direction.

This definition is also used for the dependent deduction, when an adult family member (who is not the head, co-head or spouse) is a person with disabilities. People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition. For purposes of qualifying for low-income housing, this definition does not include a person whose disability is based solely on any drug or alcohol dependence.

Reasonable Accommodation: Definition of a Person with a Disability

The definition of a *person with a disability* used to qualify a family for a **reasonable accommodation** is as follows:

1. A *person with a disability*, as defined under federal civil rights laws, is any person who:
 - a) Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
 - b) Has a record of such impairment, or
 - c) Is regarded as having such impairment.
2. The phrase *physical or mental impairment* includes:
 - a) 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
 - b) 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, Human Immunodeficiency Virus (HIV) infection, mental retardation, emotional illness, drug addiction (other than addiction cause by current, illegal use of a controlled substance) and alcoholism.

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and 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 live activities.

Is regarded as having an impairment means: has a physical or mental impairment that does not substantially limit one or more major life activities but is treated by another person as constituting such a limitation; 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 such impairment; or has none of the impairments defined in this section but is treated by another person as having such an impairment.

The definition of a person with disabilities does not include:

- Current, illegal use of or addiction to a controlled substance.
- Individuals who are alcoholics or drug abusers and:
 - Whose current use of alcohol or drugs prevents them from participating in the program or activity in question; or
 - Whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

3.4 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

Language for Limited English Proficiency (LEP) persons 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 HCV 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 Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the Federal Register.

HHA will ensure that affirmative steps are taken to communicate with people who need services or information in a language other than English.

LEP is 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 ACOP, LEP persons are public housing applicants and clients, and parents and household members of applicants and clients. In order to determine the level of access needed by LEP persons, HHA 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 HHA and costs.

Balancing these factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HHA.

Further detail is available in [APPENDIX B: LANGUAGE ASSISTANCE PLAN AND LIMITED ENGLISH PROFICIENCY \(LEP\) POLICY](#).

3.5 VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking who are applying for or receiving assistance under the HCV or Public Housing programs. VAWA protections are not limited to women, but cover victims of domestic violence, dating violence, sexual assault, stalking and/or human trafficking regardless of sex, gender identity, or sexual orientation. Victims cannot be discriminated against on the basis on any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

Note: 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.

Further detail is available in [APPENDIX C: VIOLENCE AGAINST WOMEN ACT \(VAWA\) POLICY](#).

CHAPTER 4: APPLICATIONS, WAITING LIST AND TENANT SELECTION

4.1 OVERVIEW

When a family wishes to reside in public housing, the family must submit an application that provides HHA with the information needed to determine the family's eligibility. When public housing assistance becomes available, HHA will select families from the waiting list in accordance with HUD requirements and HHA policies as stated in the ACOP and approved annual plans.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that HHA affirmatively further fair housing goals in the administration of the program. Adherence to the selection policies described in this chapter ensures that HHA will be in compliance with all relevant fair housing requirements.

This chapter describes HUD and HHA policies for taking applications, managing the waiting list and selecting families from the waiting list.

4.2 APPLYING FOR ASSISTANCE

When the waiting list is open, families may submit applications using HHA's online portal. HHA may also provide paper applications upon request to accommodate households who may need additional assistance navigating the application process. Only one application will be accepted for each head of household.

Completed applications must be completed as instructed in the waiting list opening announcement and/or the instructions provided with the application. Applications must be complete in order to be accepted by HHA for processing. If an application is incomplete, where contact information is provided, HHA will notify the family of the additional information required in order to be accepted for processing. The application will not be assigned a date and time of receipt until it is returned complete.

At the time of application, HHA will require families to complete a pre-application, which will contain the information that is needed to make an initial assessment of the family's eligibility and to determine the family's placement on the waiting list. Once the family is selected from the waiting list, the family will be required to complete a full application and provide all the additional information necessary to establish family eligibility and level of assistance.

4.2.1 Accessibility of the Application Process

HHA will take steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard HHA application process. This may include people with disabilities, certain elderly individuals, as well as persons with Limited English Proficiency (LEP). HHA will make reasonable accommodations to meet the needs of individuals with disabilities. Please see [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#) and [APPENDIX B: LANGUAGE ASSISTANCE PLAN AND LIMITED ENGLISH PROFICIENCY \(LEP\) POLICY](#) for more information on these policies.

4.3 PLACEMENT ON THE WAITING LIST

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

When the waiting list is continuously open, applicants will be placed on the waiting list according to the claimed preference(s) and date and time their completed application is received by HHA. When the waiting list is open for a finite period of time, HHA will notify applicants of the method for submitting applications and ordering applications on the waiting list.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list in accordance with the requirements in the **ELIGIBILITY** chapter of this ACOP. Applicants will be placed on the waiting list according to any preference(s) for which they qualify, bedroom size, and the date and time their complete application is received by HHA.

HHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in HHA's occupancy standards. 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 HHA's standards and local code). 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.

HHA and or its designated representative will administer waiting lists as required by HUD's regulations and HHA procedures. HHA may:

- Open or close waiting lists for specific bedroom sizes and/or types of units based on agency needs; and
- Utilize lottery or other methods to when opening a waiting list in accordance with applicable HUD and project-specific funding requirements.

HHA will periodically update each waiting list by contacting all applicants.

If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with HHA's policies and procedures.

4.4 ORGANIZATION OF THE WAITING LIST

HHA will maintain a site-based waiting list for each HHA public housing property, with pre-admissions coordinated by HHA, which include:

- Applicant name;
- Family size/size of unit needed;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

This information will allow HHA to identify and select families for assistance in the proper order, according to the admissions policies described in this ACOP.

4.5 OPENING THE WAITING LIST

HHA will announce the reopening of the waiting list at least fifteen (15) calendar 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.

HHA will give public notice by publishing the relevant information in newspapers of general circulation, minority media and other suitable media outlets. The notice will specify where, when and how applications are to be received.

4.6 CLOSING THE WAITING LIST

HHA will close the waiting list when it is anticipated that there are sufficient waiting list applicants that can be served within a period determined by HHA. Where HHA has particular preferences or funding criteria that require a specific category of family, HHA may continue to accept applications from these applicants while closing the waiting list to others.

4.7 FAMILY OUTREACH

HHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in HHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved. HHA will ensure that outreach activities are affirmatively furthering fair housing and are in compliance with the Fair Housing Act.

4.8 REPORTING CHANGES IN FAMILY CIRCUMSTANCES

While the family is on a waiting list, the family must update its application online or in writing. To update the application through HHA, a written request for update must be submitted by the family to HHA. Families are required to update their application to reflect changes in family composition, preference status, and/or contact information, including mailing address, phone number, and email address. Failure to report these changes may affect a family's placement on the waiting list(s) and could result in removal of the family's name from the waiting list. Changes will not be accepted verbally or over the phone.

4.8.1 Family Break-Up or Split Households While on the Waiting List

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.

In the absence of a judicial decision, or an agreement among the original family members, HHA has the discretion to determine which members of the family will retain the original application date.

In making its determination, HHA 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. The interest of any family member who is the victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse;
4. Any possible risks to family members as a result of criminal activity; and
5. The recommendations of social service professionals.

4.9 UPDATING THE WAITING LIST

In order to maintain a current waiting list, HHA may request that applicants provided updated information and/or affirm continued interest. HHA will review the waiting list(s) on a regular basis to determine if an update and purge are necessary. If an update is needed, HHA will notify the families, at the time of the update, of the method and time frames to be used to update the waiting list. The family's response must be submitted in the time frame and format required by HHA.

Eligible applicants who respond timely and completely will be maintained on the waiting list(s). Applicants who do not respond timely and completely to any update request will be withdrawn (or purged) from the waiting list(s) without further notice. This includes applicants who fail to respond to a physical mailing and/or electronic outreach mailing.

1. If a notice is returned by the post office, with no forwarding address, the applicant will be withdrawn from the waiting list without further notice.
2. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. If the family does not respond within the required time frame, the family will be removed from the waiting list without further notice.
3. If an electronic correspondence is returned as undeliverable, the applicant will be withdrawn from the waiting list without further notice.

In each of the above circumstances, the applicant will be removed only from the waiting list that is being updated. The applicant may remain on any other HHA HCV or public housing waiting lists they are currently on.

4.10 WITHDRAWALS AND REMOVALS FROM THE WAITING LIST

An applicant may be withdrawn or removed from the waiting due to specific circumstances. This section details the difference between a withdrawal and removal from the list and the applicable circumstances for each.

4.10.1 Withdrawal from the Waiting List

HHA will withdraw a family from the public housing waiting list under the following circumstances:

1. The applicant requests removal of their name from the waiting list;
2. The applicant fails to respond to a written request to supply information to HHA within an applicable time parameter prior to an eligibility determination being made for the family; or
3. The applicant fails to respond to a scheduled appointment at HHA (HHA may grant a second appointment upon request) prior to an eligibility determination being made for the family.

Families will not be notified of their withdrawal from the public housing waiting list. In these cases, HHA is unable to make an eligibility determination on behalf of the applicant. Applicants who are withdrawn from the waiting list have no informal hearing rights. However, at its sole discretion, HHA may consider mitigating circumstances on a case-by-case basis as to whether a family withdrawn from the waiting list may be reinstated; HHA's decision on this matter is not subject to an informal hearing.

4.10.2 Removal from the Waiting List

Applicants shall be removed from the waiting list when their eligibility for the public housing program has been determined as described in the chapter on **ELIGIBILITY**. This may include any one of the following:

1. The family has been admitted to the public housing program and:
 - a. Is housed in the public housing program,
 - b. Fails to respond to a scheduled appointment (HHA may grant a second appointment upon request) after eligibility has been determined, or
 - c. Fails to lease up after accepting a unit; or
2. The family has been denied admission to the program.

If a family is removed from the waiting list because HHA has determined the family is not eligible for assistance, did not respond to a scheduled appointment after eligibility was determined, or failed to lease up after being offered a unit, 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 review regarding HHA's decision. See HHA policies on **Informal Hearings for Applicants** for applicants who are removed from the waiting list.

HHA will not withdraw or remove an applicant from any other HHA non-public housing waiting lists when housed under the public housing program.

4.11 INCOME TARGETING

HHA will ensure that extremely low-income (ELI) families make up at least 40 percent of the families admitted to the public housing program during HHA'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.

HHA will monitor progress in meeting the income targeting requirements throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

4.12 DECONCENTRATION OF POVERTY AND INCOME MIXING

If at any time, one of HHA's properties has an average tenant income greater than 15 percent higher than the Authority-wide average income, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of the Authority-wide average income. This requirement neither requires nor permits the transfer of families to achieve deconcentration goals.

Developments subject to the deconcentration requirement are referred to as *covered developments* and include general occupancy (family) public housing developments.

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, HHA will complete the following:

1. Determine the average income of all families in all covered developments, without adjusting for unit size, on an annual basis;
2. Determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85 to 115 percent of the average family income;
 - a) 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);
3. Where a covered development has an average income outside of the EIR, determine whether or not these developments are consistent with its local goals and annual plan; and
4. Where the income profile for a covered development is not explained or justified in the annual plan submission, include in HHA's admission policy its specific policy to provide for deconcentration of poverty and income mixing.

4.13 SELECTION METHOD

Families will be selected from the waiting list in accordance with HHA's hierarchy of preferences. HHA may limit the number of applicants who may qualify for any local preference. HHA will select families from the waiting list as follows:

1. **Local Preference Applicants** (see [Local Preferences](#) for more information)

Applicants who qualify for any HHA Local Preference will be selected based first on their preference point total, then date and time of application.

If it is determined at the time of program eligibility determination that an applicant does not qualify for a preference selected, the preference points for any non-qualified preference will be deducted and the applicant will be returned to the waiting list. The waiting list will then be reordered to move the applicant to their qualifying position based on any remaining preferences, then on date and time of application.

2. **Non-Local Preference Applicants**

Families that do not qualify for any preference will be selected from the waiting list after all qualified preference families have been served. Non-preference applicants will be selected based only on their date and time of application.

4.14 LOCAL PREFERENCES

HHA is permitted to establish local preferences, and to give priority to serving families that meet those criteria. Local preferences are established based on local housing needs and priorities. HHA may define a specific number of admissions that will be allocated to each local preference.

Where applicants applied to HHA when different local preferences were in effect, HHA will honor their application's local preferences in selecting applicants for six months after the effective date of this ACOP. Thereafter, HHA will select applicants using the new preferences and selection policies.

See the section on **Order of Selection** in this chapter for how applicants will be selected from the waiting list.

HHA has established the following local preferences:

- Re-Housing Preference,
- Veteran Family Preference,
- Police Officer Preference,
- Special Cooperation with States Attorneys and/or Law Enforcement Agencies to Relocate Households; and
- Non-Public Housing Over-Income Families Preference.

However, there are **Factors Other than Preferences that Affect Selection of Applicants** that may affect the order of selection of an applicant.

4.14.1 Re-Housing Preference

HHA has a preference for applicants needing to be re-housed because their current assisted housing program is ending. In order to qualify for this preference, all of the following requirements must be met:

1. The applicant must be a participant in good standing with a grant-funded, targeted-population, subsidized housing program (such as HOME, TBRA, Rapid Re-Housing, or HHA-administered COVID-19 program) or other temporary or transitional housing program; and
2. The applicant's participation in the program is ending due to reaching the end of their program eligibility and/or due to the grant funding for the program being discontinued; and
3. The applicant must be referred to HHA directly in writing by an organization or government entity with which HHA has an Inter-governmental Agreement (IGA), Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), or other similar agreement.

Referrals will be accepted continuously, even when the waiting list is closed to other applicants.

4.14.2 Veteran Family Preference

HHA has established a local preference for veteran families. A veteran family is one where the head of household, co-head or spouse is a veteran who was discharged or released from service under conditions other than dishonorable.

Veteran status of the head, co-head, or spouse may be verified through any one of the following:

1. Current driver's license or government-issued ID card with *Veteran* designation;
2. Copy of a discharge form (such as a DD214) which documents active service dates and type of discharge (any type of discharge other than *dishonorable* is acceptable);
3. Honorable Discharge Certificate;

4. Letter from the National Personnel Records Center in St. Louis, Missouri stating that the applicant is a veteran;
5. Letter from the Texas of Veterans Commission stating that the applicant is a veteran;
6. Letter from the U.S. Department of Veterans Affairs stating that the applicant is a veteran;
7. United States Uniformed Services Retiree Identification Card;
8. Veteran Health Identification Card; or
9. Third-party verification form completed by the Veteran's Administration verifying that the applicant is a veteran.

4.14.3 Police Officer Preference

HHA will grant an admissions preference to increase security for public housing residents to no more than one police officer per property, whether the officer's household is eligible for public housing. The following conditions apply to the award of this preference:

1. The police officer's household must live in close proximity to other residents;
2. No current residents will be transferred to make a unit available to a police officer;
3. The regular HHA dwelling lease will be used for the police officer;
4. All policies established in this ACOP and related procedures apply;
5. Rent will be computed as set forth in this ACOP, either the income-based or flat rent for the unit as chosen by the police officer;
6. Monthly rent will be offset by the total hourly cost of documented off-duty work completed by the police officer that directly benefits the property the police officer lives in;
7. The police officer's residency is contingent on his/her continuing to work as a police officer;
8. The public housing unit must be the police officer's only place of residence;
9. The police officer's dwelling lease will contain an Addendum outlining the specific duties and hours the officer will work during off-duty time at the public housing site where he/she resides; and
10. Among police officers, first preference will apply to officers who are income eligible for public housing, and then, to officers whose income exceeds applicable income limitations.

4.14.4 Special Cooperation with States Attorneys and and/or Law Enforcement Agencies to Relocate Households Preference

HHA from time to time may cooperate with states attorneys and/or law enforcement agencies to relocate households eligible for rent assistance for protection of potential witnesses. An example of such action may but not necessarily be limited to, a household whose member(s) has extended themselves in the public interest which placed them in personal jeopardy.

4.14.5 Non-Public Housing Over-Income Families

Families who exceed the over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—and who sign a Non-Public Housing Over-Income (NPHOI) lease and remain in their unit will be given a preference for the waiting list at the property where they reside should the NPHOI family become a low-income family as defined under 24 CFR 5.603(b) and eligible for admission to HHA. See **OVER-INCOME FAMILIES** for more information on NPHOI families.

4.14.6 Factors Other than Preferences that Affect Selection of Applicants

Accessible Units: For Uniform Federal Accessibility Standards (UFAS) accessible units, resident and applicant families that include a member with a disability who has a verified reasonable accommodation to need the features of such units will be given preference for admission over a household that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

4.15 SPECIAL ADMISSIONS FOR CONTINUALLY ASSISTED FAMILIES

HHA will consider special admissions in certain specific circumstances. These families will be prioritized over all other applicants on the public housing waiting list(s).

HHA will consider special admission for continually assisted families that:

1. Are being relocated from HHA's properties in which HHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or who are being relocated pursuant to agreements already in place between HHA and the tax credit property ownership entity; or
2. Have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that the HAP contract be cancelled;
3. Are receiving assistance in a Section 8 SRO or Mod Rehab program and the owner of the program intends to opt out, not renew, or reduce the program size;
4. Are a tenant-based and/or project-based family in the Housing Choice Voucher (HCV) program displaced due to Housing Quality Standards (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) noncompliance (in accordance with 24 CFR 982.404(e)(2) and 24 CFR 983.208(d)(6)(ii)). For these families only, HHA will offer, and if accepted, provide the family a selection preference for an appropriate-size public housing unit that first becomes available for occupancy if:
 - a) The housing assistance payment (HAP) contract is terminated or the unit is removed from a HAP contract due to failure to correct HQS/SPIRE deficiencies at least 90 days or a longer period as HHA determines is reasonable necessary following the termination of the HAP contract or removal of the unit from the HAP contract, and
 - b) The family is given a tenant-based voucher to move to a new unit, but

- c) The family is unable to lease a new tenant-based unit within the period provided by HHA.

A family qualifies for special admission when they receive notice that they will have to move for one of the four reasons cited above. With the exception of those families required to move due to HQS/NSPIRE noncompliance by the owner, these categories have equal weight and eligible families will be given the opportunity to be leased the public housing program in an order based on the date on which they receive notice to move.

4.16 ORDER OF SELECTION

After any **Special Admissions**, applicants will be selected from the waiting list based on preference, date and time of application, and family characteristics.

Preferences will be worth the following points:

- Ten (10) points for HCV families moving due to HQS/NSPIRE noncompliance by the owner as described in **Special Admissions for Continually Assisted Families**;
- Five (5) points for the **Special Cooperation with States Attorneys and and/or Law Enforcement Agencies to Relocate Households Preference**;
- Four (4) points for the **Re-Housing Preference**;
- One (1) point for the **Veteran Family Preference**;
- One (1) point for the **Police Officer Preference**;
- One (1) point for the **Non-Public Housing Over-Income Families**.

Applicants who qualify for multiple preferences will have additional preference points.

When selecting applicants from the waiting list, HHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting list. HHA 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 HHA policy.

4.17 NOTIFICATION OF SELECTION

HHA will notify the family by mail and/or email when it is selected from the waiting list. HHA may notify the applicant by phone in order to expedite the leasing process.

If a notification letter is returned to HHA with no forwarding address and/or as undeliverable, the family will be removed from the waiting list without further notice. See **Withdrawal from the Waiting List**.

CHAPTER 5: ELIGIBILITY

5.1 OVERVIEW

Every individual and family admitted to the public housing program must meet all program eligibility requirements. This includes any individual approved to join a family after the family has been admitted to the program. Families must provide any information needed by HHA to confirm eligibility and determine the level of the family's assistance.

5.2 QUALIFYING FOR ADMISSION

HHA policy will admit **only** applicants who:

1. Qualify as a family as defined by HUD and in 24 CFR 5.403;
2. Have an annual income at or below HUD-specified income limits;
3. Qualify on the basis of citizenship or the eligible immigrant status of family members;
4. Disclose and provide documentation of Social Security numbers for all household members as required;
5. Consent to HHA's collection and use of family information as provided for in HHA-provided consent forms;
6. Not currently be receiving a duplicative subsidy; and
7. Meet the eligibility criteria outlined in this ACOP, including completing a HHA approved pre-occupancy orientation session.

And, upon implementation of HOTMA:

Note: the following two bullets are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following restrictions do not apply.

8. Not own real property that is suitable for occupancy by the family as a residence, as described in [Asset Restrictions](#);
9. Not have assets in excess of the HUD-established asset limit, as described in [Asset Restrictions](#).

HHA will determine that the current or past behavior of household members does not include activities that are prohibited by HHA.

If a family is deemed ineligible or unsuitable for admission, the family will be removed from the waiting list.

An applicant's misrepresentation of information, including but not limited to those related to eligibility, preference for admission, housing history, assets, allowances, household composition, criminal history or rent, will result in rejection.

5.3 DEFINITIONS

5.3.1 Family

Applicants must qualify as a *family* as defined in 24 CFR 5.403. *Family* includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be:
 - a) An elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - b) 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 and is homeless at age 16 or older; or
2. A group of persons residing together, and such group includes, but is not limited to:
 - a) 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);
 - b) An elderly family;
 - c) A near-elderly family;
 - d) A disabled family;
 - e) A displaced family; and
 - f) The remaining member of a tenant family.
3. 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.

Gender identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

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

5.3.2 Household

Household is a broader term that includes additional people who, with HHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

5.3.3 Head of Household

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 co-head.

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.

5.3.4 Spouse, Co-Head and Other Adult

A family may have a spouse or co-head, but not both.

Spouse means the marriage partner of the head of household. 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 *co-head* 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 co-head. Minors who are emancipated under state law may be designated as a co-head.

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

5.3.5 Interdependent Relationship or Domestic Partnership

To claim an interdependent relationship or domestic partnership, individuals must demonstrate and certify that each individual's income and other resources will be available to meet the needs of the family and that the family otherwise comprises a housekeeping unit, meaning the individuals share expenses, household chores, household shopping responsibilities, and other common household activities. An interdependent relationship/domestic partnership may exist regardless of actual or perceived sexual orientation, gender identity, or marital status.

An interdependent relationship or domestic partnership is defined as a committed relationship between two adults, in which the partners:

1. Maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
2. Are at least 18 years of age and mentally competent to consent to contract;
3. Share responsibility for a significant measure of each other's financial obligations;
4. Are not the domestic partner of anyone else;
5. Are willing to certify, if required by the agency, that they understand that willful falsification of any documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification.

5.3.6 Dependent

A *dependent* is a family member who is:

- Either under 18 years of age; or
- A person of any age who is a person with a disability; or
- A full-time student.

The following persons can **never be dependents**:

- The head of household;
- Spouse;
- Co-head;
- Foster children;
- Foster adults; and
- Live-in aides.

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family if the dependent lives with the applicant or client family 50 percent (at least 183 days/year) or more of the time. 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 admission or reexamination will be able to claim the dependents.

When more than one applicant or tenant (regardless of program) is claiming the same dependents as family members, the family with primary physical 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 will be allowed to claim the dependents, HHA will make the determination based on available documents such as court orders and IRS income tax returns showing which family has claimed the child for income tax purposes, school records, and/or other credible documentation.

HHA may make an exception to the occupancy standard policy set forth in this ACOP and allow two assisted households space for the same dependent children where there is joint physical and legal custody; however, HHA will only allow one household to claim the dependent deduction. Exceptions to the occupancy standard policy for these instances will be reviewed on a case-by-case basis.

Informal Custody of Dependents

Informal custody arrangements where a minor is living with an adult who is neither a parent nor a legal guardian must be verified as living with the adult for 50 percent (at least 183 days/year) or more of the time and must be approved by HHA on a case-by-case basis. HHA will take into consideration available documents such as school records or other credible third-party sources in making a determination as to whether the minor can be considered a family member. Approval must be made at by the Vice President for Housing Operations or their designee.

5.3.7 Full-Time Student

A *full-time student* (FTS) is 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).

5.3.8 Elderly Persons

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

5.3.9 Near-Elderly Persons

A *near-elderly person* is a person who is at least 50 years of age but below the age of 62.

5.3.10 Elderly Family

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because these families qualify for special deductions from income.

5.3.11 Persons with Disability and Disabled Family

Persons with disabilities: There are two different definitions for disabled persons used in the public housing program. One definition is used to qualify a family for the disabled household deduction and the other is used in determining eligibility for a reasonable accommodation. See [Definition of Disability](#) in the chapter on [FAIR HOUSING AND EQUAL OPPORTUNITY](#) for the applicable definitions.

Disabled family: A disabled family is one in which the head, spouse, or co-head is a person with disabilities.

5.3.12 Guests

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest may remain in the assisted unit no longer than 14 consecutive days or a total of 30 cumulative days during any 12-month period if permission is given in writing by HHA.

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 assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure that is expected to last 40 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.

5.3.13 Multiple Families in the Same Household

When a family that consists of two families living together applies, such as a mother and father, and a daughter with her own husband or children, if they apply as a family unit, they will be treated as a family unit.

5.3.14 Foster Children and Foster Adults

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.

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 and 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 children and foster adults who are living with an applicant or assisted family are considered household members, but not family members. Foster children/adults do not qualify for a dependent deduction.

5.3.15 Live-In Aide

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

HHA will approve a live-in aide if needed as a reasonable accommodation, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of 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. See verification requirements for in the chapter on verification: [Live-In Aide](#).

HHA will apply the same screening criteria used for determining initial and continued eligibility/suitability for applicants and tenants when determining approval/disapproval of a particular person as a live-in aide. These criteria include, but are not limited to, disapproval of admission if the person:

1. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. Is subject to a lifetime registration requirement under a State sex offender registration program;
3. Committed drug-related criminal activity or violent criminal activity; or
4. Currently owes rent or other amounts to HHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

5.4 INCOME ELIGIBILITY

5.4.1 Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes, and are defined as follows:

1. **Low-income family.** A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
2. **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.
3. **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.

If a family does not meet the income limits for the program, their admission must be denied; see [Income Limits for Eligibility](#).

5.4.2 Income Limits for Eligibility

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size.

In order to be income eligible for public housing, an applicant family must be a low-income family.

However, families on the waiting list for certain properties may also be subject to income limits under the Low-Income Housing Tax Credit (LIHTC) units. Policies for the LIHTC program are not included in this document.

5.4.3 Income Limits for Targeting

At least 40 percent of the families admitted from HHA's 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 HHA's housing choice voucher (HCV) program during HHA's fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against HHA's public housing basic targeting requirement for the same fiscal year.

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

1. Ten percent of public housing waiting list admissions during HHA's fiscal year;
2. Ten percent of waiting list admission to HHA's HCV program during HHA's fiscal year; or
3. 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.

5.5 ASSET RESTRICTIONS

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following restrictions noted in this section do not apply.

Upon implementation of the HOTMA Final Rule, subsidy assistance must not be provided if upon admission or reexamination of family income:

1. The family's net assets (as defined in 24 CFR 5.603 and the **GLOSSARY OF TERMS AND DEFINITIONS** section of this ACOP) exceed \$100,000, or the amount as determined by HUD and adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence.

A property will be considered *suitable for occupancy* unless the family demonstrates that the property:

- a) 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);
- b) Is not sufficient for the size of the family;
- c) 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 HHA);
- d) 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
- e) Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

This real property restriction does not apply to:

- a) Any property for which the family is receiving assistance under 24 CFR 982.620 or under the Homeownership Option in 24 CFR Part 982;
- b) 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;
- c) Any person who is a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking as defined in 24 CFR 5, Subpart L; or
- d) Any family that is offering such property for sale.

Upon implementation of the HOTMA final rule, HHA will delay termination of assistance for recertifying households only for up to 6 months and the family will be given the opportunity to come into compliance with the asset policies during that time. There is no exception for new admission households to this restriction of assistance based on assets.

5.6 CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

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. See [Verification of U.S. Citizenship and of Eligible Immigration Status](#) policies in the **VERIFICATION** chapter.

5.6.1 Declaration of Citizenship

Each family member must declare whether he/she is a citizen, a national, eligible noncitizen, or an individual who elects not to contend that they have eligible immigration status. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors.

Those who elect not to contend their status are considered to be ineligible noncitizens. The family must identify in writing any family members who elect not to contend their immigration status.

No declaration is required for live-in aides, foster children, or foster adults.

5.6.2 U.S. Citizens and Nationals

Citizens and nationals are required to submit only a signed declaration as verification of their status.

Family members who declare citizenship or national status will not be required to provide additional documentation unless HHA receives information indicating that an individual's declaration may not be accurate.

5.6.3 Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must provide documentation to confirm the claimed citizenship status and cooperate with HHA efforts to verify their immigration status.

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.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS.

HHA will use the USCIS SAVE system to verify eligible immigration status.

5.6.4 Ineligible Noncitizens

Ineligible noncitizens are those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. HHA 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. 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.

5.6.5 Mixed Families

A family is eligible for assistance 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*. Assistance to mixed families shall be prorated. Families will receive notice of determination as a mixed family. The notice will include the fact that assistance will be prorated and that the family may request a hearing if they contest this determination.

5.6.6 Ineligible Families

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

When a HHA 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 of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration 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 a grievance hearing with HHA.

The grievance hearing with the HHA 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.

5.6.7 Timeframe for Determination of Citizenship Status

For new applicants, HHA will ensure that evidence of eligible citizenship status is submitted no later than the date that HHA completes verification of other aspects of eligibility for assistance.

HHA will grant an extension to submit evidence of eligible immigration status if the family member:

1. Submits the declaration, certifying that any person for whom required evidence has not been submitted is a noncitizen with eligible immigration status; and

2. Certifies that the evidence needed to support a claim of eligible immigration status is temporary unavailable, additional time is needed to obtain and submit the evidence, and prompt and diligent efforts will be undertaken to obtain the evidence.

If an individual qualifies for a time extension for the submission of required documents, HHA will grant such an extension for no more than 30 days HHA's decision to grant or deny an extension will be issued to the family by written notice.

If the family fails to submit required evidence of eligible immigration status within the time period specified in the notice, or if the evidence is timely submitted but fails to establish eligible immigration status, HHA will proceed to deny assistance.

5.7 SOCIAL SECURITY NUMBERS

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.

If a child under age 6 has been added to an applicant family within 6 months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission.

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

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

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

5.8 PHOTO IDENTIFICATION

To ensure HHA has the ability to identify all persons 18 years of age or older (not just the head of household), all adult household members will be required to provide a current, government-issued identification at admission, upon addition to a public housing household or upon turning 18. For example, if a household member turns 18 between regular reexaminations, he or she must provide a government issued photo identification at the household's next regular reexamination.

HHA reserves the right to request an updated photo ID after admission to the program to confirm legal identity.

As an accommodation for individuals with disabilities and elderly individuals, as well as for individuals with religious considerations, with prior HHA approval, HHA may accept other forms of identification to establish identity.

5.9 OTHER REQUIRED DOCUMENTS

Applicants must provide birth certificates/proof of age/proof of birth for all household members.

The family must supply any other information that HHA or HUD determines necessary to the administration of the program.

5.10 FAMILY CONSENT TO RELEASE INFORMATION

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.

HHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow HHA to obtain information it has determined is necessary in the administration of the public housing program.

5.10.1 Authorization for the Release of Information/Privacy Act Notice (Form HUD-9886-A)

On or after January 1, 2024, the form HUD-9886-A is only required to be signed by each family member at admission, addition of an adult member to the household, and/or when a family member turns 18. The form HUD-9886-A is not required to be signed at each annual recertification and will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to HHA to revoke consent.

HHA will deny admission to the program or terminate assistance if any member of the applicant family fails to sign and submit the form HUD-9886-A. Further, revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission.

5.10.2 Other HHA-Required Consent Forms

Additionally, families are required to sign other HHA consent forms as needed to collect information relevant to the family's eligibility and level of assistance. HHA will deny admission to the program or terminate assistance if any member of the applicant family fails to sign and submit the consent forms which allow HHA to obtain information that HHA has determined necessary in the administration of the public housing program.

5.11 APPLICANT SCREENING

All applicants will be screened in accordance with HUD's regulations and sound management practices. HHA will determine each applicant household's ability to comply with the essential lease requirements in accordance with HHA's policies.

Debt, criminal background and sex offender screening policies include basic screening information, reasons for mandatory and non-mandatory denial and mitigating factors. Mitigating factors will be considered for certain screening outcomes. Upon consideration of mitigating factors, HHA may, on a case-by-case basis, decide not to deny assistance.

If a tenant is terminated and re-applies, the applicant (former tenant) will be subject to all HHA required screening elements to determine eligibility and suitability for the program.

Any costs incurred to complete the application process and screening will be paid by HHA.

5.11.1 Enterprise Income Verification (EIV) Screening

Existing Tenant Search

Prior to admission to the program, HHA will search for all household members using the EIV Existing Tenant Search module. HHA will review the reports for any SSA matches involving another public housing authority (PHA) or a multifamily entity and follow up on any issues identified.

If the tenant is a new admission to HHA, and a match is identified, HHA will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status. HHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

Former Tenant Search/Debts Owed and Terminations

All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. 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.

Prior to admission to the program, HHA will search for each adult family member in the EIV 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 HHA determines that the disputed information is incorrect, HHA 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.

Income and Income Validation Tool (IVT) Reports

For each new admission, HHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the date the information is submitted to HUD. HHA will review the reports and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

5.11.2 Criminal Background Screening

It is HHA's policy to conduct screening for drug abuse and other criminal activity in an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other tenants. In conducting screening, HHA will comply with all applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act and Titles II and III of the Americans with Disabilities Act of 1990 and other equal opportunity provisions listed in 24 CFR 5.105. Such screening will apply to any member of the household who is 18 years of age or older at the time of lease-up or move-in, including live-in aides.

A signed Criminal Background Check Release Form, authorizing the release of criminal records from law enforcement agencies, must be completed by the household members for whom the record is being requested or in the case of a minor the adult responsible for said minor. Failure to sign the consent form will result in the denial of assistance.

HHA will perform a criminal background check for every person 18 years of age or older:

1. At the time of application.
2. When being added as a live-in aide.
3. When being added as a new household member.
4. At any other time if necessary, during the family's tenancy to determine ongoing compliance.
5. Whenever HHA has a reasonable belief or report that a tenant has engaged in fraudulent or criminal activity.

HHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. HHA uses convictions, not arrest records, to determine that an individual has engaged in criminal activity. HHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and HHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred.

HHA may use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to assist in making a determination that disqualifying conduct occurred.

5.11.3 Sex Offender Screening

HHA will 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 Texas, as well as in any other state where a household member is known to have resided.

5.11.4 Screening Based on Past or Current Behavior

Arrest records alone will not be used to make a determination of suitability. In addition to the criminal background check, HHA may also use the following as evidence of patterns of current and past unsuitable behavior:

1. Police reports detailing the circumstances of the arrest;
2. Witness statements;
3. Criminal background checks for drug-related or violent criminal activity of household members within the past five years;
4. Any record of evictions for suspected drug-related or violent criminal activity of household members within the past five years; and/or
5. Other relevant documentation to assist HHA in making a determination that disqualifying conduct occurred.

5.11.5 Other Screening

HHA will also screen applicant families to ensure:

- HHA has an appropriate size and type of unit for the family; and
- The family has not been removed from the waiting list within the last 12 months.

If an applicant family does not meet these requirements, they may be determined to be ineligible for the public housing program.

Additionally, families who are deemed eligible for public housing may be denied lease up if:

1. The applicant fails to complete the Pre-Occupancy Orientation;
2. HHA determines the applicant is unable or unwilling to comply with the term's of HHA's lease; and/or
3. The applicant refuses a second unit offer without good cause.

5.12 DENIAL OF ASSISTANCE

5.12.1 Required Denials

HHA will deny assistance in the following cases:

Denials Related to Ineligibility for Assistance or Failure to Comply with Screening Process

1. Any member of the applicant family fails to sign and submit consent forms or revokes consent forms which allow HHA to obtain information it has determined is necessary in the administration of the public housing program. This includes but is not limited to, failure to provide required evidence of citizenship or eligible immigration status (24 CFR 960.259(a)(1); 24 CFR 960.259(a)(4); 24 CFR 5.508(b)).
2. Any family member does not disclose and provide verification of their Social Security number (24 CFR 960.259(3)(i)).
3. The family does not contain at least one member who is a U.S. citizen/national or eligible noncitizen (24 CFR 5.506).
4. The family is ineligible due to failure to comply with **Asset Restrictions**.
5. The family does not meet the required **Income Limits for Eligibility**.
6. Evidence of citizenship and eligible immigration status is not submitted when required (including any extensions) and/or eligible immigration status is not verified by the appropriate federal agency (24 CFR 5.514(c)(1)).
7. HHA determines the family has misrepresented any information related to eligibility, award of preference for admission, allowances, family composition, or rent.
8. The family:
 - a) Owes rent or other amounts to HHA or any other PHA or owner in connection with any assisted housing program, and/or
 - b) Has breached a repayment agreement with HHA or another PHA entered in connection with participation in the HCV or public housing program under the 1937

Act, and the amount is not fully repaid within 15 calendar days from the date of the screening appointment.

9. Any member of the family has engaged in or threatened violent or abusive behavior toward PHA personnel.
 - a) *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.
 - b) *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Required Denials Related to Criminal Activity

10. Any member of the household has been evicted from federally assisted housing in the last five (5) years for drug-related criminal activity 24 CFR 960.204(a)(1).
 - a) HUD permits but does not require HHA to admit an otherwise-eligible family if HHA determines that the household member has completed a supervised 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 due to death or imprisonment).
11. HHA determines that any household member is currently engaged in the use of illegal drugs (24 CFR 960.204(a)(2)(i).
 - a) *Currently engaged* in is defined here as any use of illegal drugs during the previous six months.
12. HHA 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 (24 CFR 960.204(a)(2)(ii).
 - a) In determining reasonable cause, the HHA 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 of determining reasonable cause. HHA will also consider evidence from treatment providers or community-based organizations providing services to household members.
13. *Drug-related criminal activity*, defined by HUD as 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 (24 CFR 5.100).
14. *Violent criminal activity*, defined by HUD as 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 (24 CFR 5.100).
15. Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

16. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five years.
17. 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 (24 CFR 960.204(a)(3)).
18. Any household member subject to a lifetime registration requirement under a state sex offender registration program (24 CFR 960.204(a)(4)).

5.12.2 Other Possible Reasons for Denial

Possible Denials Related to Criminal Activity

If any household member is currently engaged in or has engaged in any of the following criminal activities within the past five years, the family may be denied admission:

1. Criminal activity that may threaten the health, safety, or welfare of other tenants (24 CFR 960.203(c)(3)).
2. Criminal activity that may threaten the health or safety of HHA staff, contractors, subcontractors, or agents.
3. Any abuse of alcohol or pattern of abuse of alcohol by any household member that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. Illegal possession or use of a firearm or aggravated assault weapon in violation of federal, state or local criminal or civil laws.

Possible Denials Related to Suitability as a Tenant

HHA may deny admission to an applicant family if the HHA determines that the family:

1. Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years.
2. Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five (5) years which may adversely affect the health, safety, or welfare of other tenants.

Where denial is not mandatory, prior to making a final determination on denial of assistance, HHA may consider **Mitigating Factors**.

5.12.3 Mitigating Factors

HHA will consider the following mitigating factors:

1. HHA may admit an otherwise-eligible family who has been evicted from federally-assisted housing in the last five (5) years (from the date of eviction) for drug-related criminal activity, if HHA determines that:
 - a) The household member who has engaged in the criminal activity has completed a supervised drug rehabilitation program, and/or

- b) The circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household due to death or imprisonment).
2. The seriousness of the case, especially with respect to how it would affect other tenants;
3. The effects that denial of assistance may have on other members of the family who were not involved in the action or failure;
4. 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 a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking;
5. The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future;
6. Evidence of the family's or family member's participation in or willingness to participate in social services or other appropriate counseling service programs;
7. 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
8. Removal of 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 assisted unit;
9. For debt-related denials (including denials due to breach of repayment agreements), HHA will also consider:
 - a) Circumstances which led to the creation of the debt, i.e., death of a household member, economy-related layoff;
 - b) Current financial circumstances; and
 - c) The length of time since the debt was incurred, the family's recent history and the likelihood of favorable conduct in the future.
10. For failure to meet prior financial obligations, HHA will consider factors such as the loss of employment or other financial difficulties.

5.12.4 Criteria for Deciding to Deny Admission

HHA 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.

Additionally, HHA will consider any mitigating factors, including those listed in the **Mitigating Factors** section, as well as any VAWA-related or disability-related considerations. See

APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES and
APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY.

5.13 NOTICE OF DETERMINATION

5.13.1 Notice of Eligibility

If HHA determines that the family is eligible to receive assistance, HHA will notify the family of the eligibility determination and next steps in the unit offer process.

5.13.2 Denial of Assistance

If HHA determines that the family is ineligible, HHA will notify the family in writing in a timely manner of the determination. The notice will specify:

1. The reasons for ineligibility,
2. The family's right to an informal hearing (see [Informal Hearings for Applicants](#)),
3. The process for obtaining the informal hearing,
4. Notification of applicant protections against denial, confidentiality requirements and request for documentation as provided by VAWA.

If a criminal record or sex offender registration is the basis of the denial, a copy of the record must accompany the notice. In addition, a copy of the criminal record must be provided to the subject of the record. The applicant will be given an opportunity to dispute the accuracy and relevance of the information before HHA can move to deny the application. The family will be given 15 calendar days to dispute the accuracy and relevance of the information. If the family does not contact HHA to dispute the information within that 15-calendar day period, HHA 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 Hearings for Applicants](#) process.

CHAPTER 6: OCCUPANCY STANDARDS AND UNIT OFFERS

6.1 OVERVIEW

Units will be occupied by families of the appropriate size. This policy maintains the usefulness of the unit, while preserving them from excessive wear and tear and underutilization.

6.2 MINIMUM AND MAXIMUM PERSONS IN A UNIT

This table below provides general occupancy standard guidelines. This table must be used in conjunction with the narrative policies included in the Occupancy Guidelines portion of the ACOP.

<i>Minimum and Maximum-Number-of-Persons-Per Unit Standard</i>		
Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8
5 BR	7	10

6.3 DETERMINING FAMILY UNIT SIZE

For each family, HHA determines the appropriate unit size based on HHA Occupancy Standards.

HHA will apply occupancy standards consistent with the stated gender provided by the tenant. HHA may make exceptions to this occupancy standard policy where cases of gender identity and other household members are concerned. Exceptions will be made on a case-by-case basis.

The following principles govern the size of unit for which a household will qualify. Generally, two people per bedroom. Units will be so assigned that:

1. A single head of household parent is not required to share a bedroom for with their child who is over age four, **although they may do so at the request of the family.**
2. Children age four and under must share a bedroom with any other child or a parent, regardless of age or sex, except when the family would exceed two persons per bedroom;
3. Two children of the same sex who are aged five through 17 share a bedroom;
4. Two children of the opposite sex who are aged five through 17 are not required to share a bedroom, **although they may do so at the request of the family.**

5. Adults (over age 18) of the same sex share a bedroom;
6. Adults (over age 18) who are spouses/partners share a bedroom;
7. Adults (over age 18) of opposite sexes who are not spouses or co-heads of household are not required to share a bedroom **although they may do so at the request of the family**.
8. Exceptions to the largest permissible apartment size may be made in case of an approved reasonable accommodations for a person with disabilities.
9. An unborn child will be counted as a person in determining apartment size.

In determining apartment size:

1. HHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the household can document that the child will be living with the household.
2. An approved live-in aide will be assigned a bedroom. No additional bedrooms will be provided for the live-in aide's family.
3. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a household may be offered.
 - a) Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.
4. The largest apartment size that a household may be offered would be one bedroom per household member, considering household size and composition.
5. Children related to a household member by birth, adoption, or court-awarded custody will be considered when determining unit size.
6. 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 HHA's occupancy standards.
7. Space may be provided for a family member who is away at school but who lives with the family during school recesses. See policy on [Absent Students](#).
8. Children temporarily placed outside the home will be considered when determining the unit size.
9. Children who reside in the unit less than 50 percent of the time will not be considered when determining the unit size.
10. At the discretion of HHA, a household member may be assigned a separate bedroom if required for a verified reasonable accommodation.

6.4 EXCEPTIONS TO THE OCCUPANCY STANDARDS

HHA will grant exceptions to occupancy guidelines in response to the family's request and when HHA determines the exceptions are justified by the relationships, age, sex, health or disability of family members, or other individual circumstances. HHA also reserves the right to relax its occupancy standards at hard-to-lease properties. HHA will not grant an exception that is in violation of local housing or occupancy codes, regulations or laws. HHA may require the head of household's signature acknowledging and agreeing with the approved occupancy standard exceptions.

To prevent vacancies, HHA 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.

6.4.1 Processing of Exceptions

Exceptions to the occupancy guidelines will be made for approved reasonable accommodations, according to [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#).

6.5 TEMPORARILY AND PERMANENTLY ABSENT FAMILY MEMBERS

An individual who is or is expected to be absent from the unit for up to 180 consecutive days is considered temporarily absent and continues to be considered a family member. See policies on [Absence from the Unit](#) in the chapter on [REEXAMINATIONS AND CONTINUED OCCUPANCY](#).

HHA will require that temporarily absent family members complete and submit required reexamination documents on a timely basis. An individual who is or is expected to be absent from the unit for more than 180 consecutive days is considered permanently absent and is no longer a family member. Exceptions to this policy are reviewed on a case-by-case basis. HHA will require documentation to support the length of the period the family member will be absent from the unit.

If an individual 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).

6.5.1 Absent Students

When family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HHA indicating that the student has established and/or is part of a separate household or the family declares that the student has established a separate household.

6.5.2 Absences Due to Placement in Foster Care

Children temporarily (less than 180 consecutive days) absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, HHA 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 for occupancy standards.

6.5.3 Absent Adults Due to Military Service

An adult family member absent from the apartment for more than 180 consecutive days due active military service will continue to be considered a family member provided that their income is included in the calculation of household income and there is an expected date of return that is within a year of their departure.

6.5.4 Individuals Confined for Medical Reasons

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

HHA will request verification from a responsible medical professional. 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.

6.5.5 Return of Permanently Absent Family Members

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

6.6 UNIT OFFERS

HHA will assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination. HHA 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. Generally, if a family rejects a unit assignment, their application may be withdrawn from the waiting list.

6.6.1 Order of Unit Offers

Unit offers will be made to residents on the transfer waiting list and applicants on the waiting list (new admissions) according to HHA determined ratios.

1. Certain types of transferees will receive offers of housing before applicants from the waiting list. (See [TRANSFER POLICY](#));
2. In all offers, HHA will adhere to all [Non-Discrimination](#) requirements.
3. Specifically, the following order of offers applies:
 - a) Transfers (See [TRANSFER POLICY](#));
 - b) New Admissions from the property's site-based waiting list;
 - i. If however, there are insufficient numbers of eligible applicant households on a given development's site-based waiting list relative to the number of existing or anticipated vacancies at that development: using HHA's same policies for establishing placement on a waiting list or eligibility for a dwelling unit, HHA will allow applicants on other properties' site-based waiting lists to transfer to other properties' site-based waiting lists of an applicable and appropriate unit size;

- ii. No family will be offered a unit unless/until HHA has determined the family to be eligible for the program as described in the chapter on **ELIGIBILITY**.
 - iii. When application processing is delayed because of missing verifications or other information, a household's application will be suspended until the necessary documentation is received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary documentation is received, the eligibility determination will continue.
 - c) Resident-initiated transfers.
 - 4. The first qualified applicant or transferee is made one offer of an apartment of appropriate size and type, and as applicable, income limit/tier (for properties with Low Income Housing Tax Credit, or LIHTC, units).
 - a) An applicant/transferee must accept the vacancy offered or be subject to the policies under **Removal from the Waiting List** (for applicants on the site-based waiting list) or policies under **Transfer Offer Policy** (for transfers and **Special Admissions for Continually Assisted Families**) unless the family refuses the offer with good cause. See:
 - i. **Good Cause for Unit Refusal** in this chapter for applicants on the waiting list, and
 - ii. **Good Cause for Unit Refusal** in the **TRANSFERS** chapter for transfers and **Special Admissions for Continually Assisted Families**.
 - b) If two applicant/transferee families need the same type and size of apartment, the first to submit all required documentation and be determined eligible for public housing, as described in the chapter on **ELIGIBILITY**, will be offered the unit first.
 - c) When the option to open a site-based waiting list for a particular HHA development(s) and specific bedroom size(s) is not practical or feasible, HHA will allow a transfer of an existing applicant household's application to be applied to a different HHA waiting list at a different development in order to address circumstances where there are vacancies or likely to be vacancies at such development(s) and specific bedroom size(s) in the near future.
 - 5. Applicants will be given 15 calendar days from the date reflected on the interest letter, to contact the property or appear for eligibility screening (see **ELIGIBILITY**).
 - 6. All offers will be made in writing. The applicant/transferee must accept any apartment offered within five (5) calendar days of the later of:
 - a) The date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities);
 - b) The date they are shown the apartment.
 - 7. If the applicant/transferee does not accept the unit offer within five (5) calendar days, they will be subject to the policies under **Removal from the Waiting List** (for applicants on the

waiting list) or policies under **Transfer Offer Policy** (for transfers and **Special Admissions for Continually Assisted Families**).

- a) If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
- b) If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

6.6.1 Showing Units Prior to Leasing

Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment.

6.6.2 Good Cause for Unit Refusal

Applicants may refuse to accept a unit offer for *good cause*. There are two types of good cause:

1. Situations in which an applicant is willing to move but is unable to do so at the time of the unit offer (e.g., the applicant is in the hospital or is serving on a sequestered jury);
2. Situations in which 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.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to HHA'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 HHA'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 and/or human trafficking in accordance with 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. 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. HHA will require documentation of good cause for unit refusals.

6.6.3 Unit Refusal Without Good Cause

When an applicant rejects the final unit offer without good cause, the family will be subject to the policies under **Removal from the Waiting List**. The notice will inform the family of their right to request an informal hearing and the process for doing so (see **Informal Hearings for Applicants**). 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 HHA opens the waiting list.

6.7 ACCESSIBLE UNITS

When an accessible unit becomes vacant, before offering such units to an applicant not having a disability requiring the accessibility features of the unit, HHA will offer such units to the following applicants:

1. First, to a current resident of another unit of the same development, or other HHA public housing development 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
2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

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, HHA will offer the unit to a non-disabled applicant. When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, HHA 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.

If an applicant household includes a member with a visual or hearing impairment, HHA will retrofit the unit to be offered to the household to make it fully accessible considering the household member's disability.

CHAPTER 7: LEASING

7.1 OVERVIEW

Public housing leases are the basis of the legal relationship between HHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement.

HHA will inspect each dwelling unit prior to move-in, at move-out, and at least annually during occupancy. In addition, HHA may require additional inspections in accordance with HHA policy.

7.2 LEASE TERM

The initial term of the lease will be for 12 months. After the initial term, the lease shall automatically renew for successive 12-month terms unless the tenant and all applicable family and household members do not fulfill the **COMMUNITY SERVICE** requirements or the lease is terminated sooner by tenant or by HHA due to a default by tenant and/or any family or household member.

7.3 LEASE ORIENTATION

After unit acceptance, but prior to occupancy, an HHA representative or agent will provide a lease orientation to the family. All adult family members are required to participate. Orientation may be held in a group setting.

Families attending the lease orientation will be provided with a copy of the lease and all required addenda.

7.4 EXECUTION OF LEASE

The lease must be executed by the tenant and HHA, except for automatic renewals of a lease. Lease signers must be persons legally authorized to execute contracts.

The head of household, spouse or co-head, and all other adult members of the family 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 HHA will retain a copy in the resident's file.

All members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and other provisions as required by state and federal law, and HHA policy.

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 HHA assistance. The live-in aide is only approved to live in the unit while serving as the attendant for the participant family member.

7.5 MODIFICATIONS TO THE LEASE FORM

HHA may modify its lease from time to time. However, HHA will give tenants thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. HHA will consider any comments before formally adopting the new lease.

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least sixty (60) days in advance of the effective date of the new lease or lease revision. The family will have thirty (30) days of date of the notification to accept the revised lease. If the family does not accept the offer of the revised lease within that thirty (30) day timeframe, the family's tenancy will be terminated for other good cause in accordance with the termination policies outlined in this ACOP (see [LEASE TERMINATIONS](#)).

When HHA proposes to modify or revise schedules of special charges or rules and regulations, HHA will post a copy of the notice in the central office, and will distribute a copy of the notice to each tenant family. Documentation of proper notice will be included in each tenant file.

7.6 OTHER MODIFICATIONS TO THE LEASE

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended to reflect the removal of the household member.

The head of household and co-head may not remove one another's name from the lease without mutual consent. The head of household and/or co-head may add or remove other family members from the lease. See [APPENDIX C: VIOLENCE AGAINST WOMEN ACT \(VAWA\) POLICY](#) policies for VAWA exceptions to this policy.

If a new household member is approved by HHA to reside in the unit, the lease will be modified to reflect the addition of the new household member. The head of household, co-head and HHA will be required to initial and date the change.

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

1. A new lease agreement will be executed, or
2. HHA will execute a Notice of Rent Adjustment, or
3. An appropriate rider or insertions will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by all adult family members and the authorized representative of HHA.

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

Policies governing when and how changes in family composition must be reported can be found at [Changes in Family and Household Composition](#) in the [REEXAMINATIONS AND CONTINUED OCCUPANCY](#) chapter.

7.7 SECURITY DEPOSITS

Residents must pay a security deposit to HHA at the time of admission. The security deposit for each family will be the greater of the family's portion of rent at initial lease up or the minimum rent of \$50. For all current residents, the amount of security deposit already paid will not be increased while the resident lives at any HHA property (including situations in which a household

is transferred from one property to another). The security deposit must be paid in full prior to occupancy, except as noted below.

HHA may permit installment payments of security deposits. Payments may be made in up to three monthly installments so that the full security deposit amount is paid within 90 days of the lease start date.

HHA will hold the security deposit for the period the family occupies the unit. HHA will not use the security deposit for rent or other charges while the tenant is living in the unit.

Within thirty (30) days of move-out or notification of the family's new address (whichever is later), HHA will refund to the tenant the amount of the security deposit (including any interest earned on the security deposit) less any amount needed to pay the cost of:

1. Unpaid rent;
2. Damages listed on the move-out inspection report that exceed normal wear and tear; and
3. Other charges due under the lease.

HHA will provide the tenant or resident's designee with a written list of any charges against the security deposit within 15 calendar days of the move-out inspection. If the resident disagrees with the amount charged, HHA will provide a meeting to discuss the charges.

Residents must leave the unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to HHA. All keys to the unit must be returned to management upon vacating the unit.

7.8 PAYMENTS UNDER THE LEASE

7.8.1 Rent Payments

Families must pay the amount of the monthly tenant rent determined by HHA in accordance with its policies.

The lease specifies the initial amount of the tenant rent at the beginning of the initial lease term. The tenant rent is due and payable at a HHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

Rent payments may be made by check or money order or by electronic payment, when applicable. HHA will not accept rent payments in cash.

If a family's tenant rent changes, HHA 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.

7.8.2 Late Fees and Non-Payment

If HHA does not receive the rent by the fifth (5th) calendar day of the month, and HHA has not agreed to accept payment later than the 5th calendar day of the month, HHA may issue to the tenant a Lease Termination Notice for failure to pay rent, demanding payment in full of all amounts due under the lease or the return of the property to HHA free of all occupants.

In addition, if the tenant fails to make a payment of rent by the end of office hours on the fifth (5th) calendar day of the month, a \$15.00 late fee shall be charged. Three late rent payments within a 12-month period constitute chronic late payments and is a material violation of the lease.

HHA will not accept partial payments; rent must be paid in full when required.

If the tenant can document financial hardship, the late fee may be waived on a case-by-case basis. If the tenant lawfully withholds rent, no late fee shall be applied for that month.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$35.00 will be charged to the family. The fee will be due and payable 15 calendar days after billing.

7.8.3 Excess Utility Charges

When applicable, families will be charged for excess utility usage according to HHA's current posted schedule. See [Excess Utility Charges](#) in the [UTILITIES](#) chapter.

7.8.4 Other Fees

Non-refundable pet fees (public housing units) or pet deposits (Section 8 New Construction: Long Drive) are in addition to the security deposit, in accordance with HHA's [PETS AND ASSISTANCE ANIMALS](#) policy.

7.9 UTILITIES

Utilities shall be in the name of an adult family member. Residents will pay for all utilities, related deposits and charges on their utility bills. Failure to maintain active utility service, for all utilities, in the name of the head of household, spouse, or co-head will be considered a breach of the lease. See the chapter on [UTILITIES](#).

7.10 UNIT MAINTENANCE AND REPAIRS

HHA will maintain dwelling units and the development in decent, safe and sanitary condition and make necessary repairs to dwelling units.

Families are responsible for paying reasonable charges, including the cost of labor, for the repair of any damage beyond normal wear and tear to the unit or to appliances provided by HHA that are negligently or intentionally caused by the tenant, family members, household members, live-in aides or guests.

Damage caused by the family beyond normal wear and tear is considered a breach of the lease and grounds for termination, regardless of whether the charges are paid or not.

When applicable, families will be charged for maintenance and/or damages according to HHA'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).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 15 calendar days after billing. If the family requests a grievance hearing within the required timeframe, HHA 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.

7.11 SMOKING POLICY

Smoking is not permitted in any restricted areas at public housing properties owned or managed by HHA, its affiliates, or any entity in which HHA has a partnership or ownership interest (HHA property(ies)). Restricted areas in which smoking is prohibited includes:

1. Inside any public housing living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures;
2. Outdoor areas within 25 feet from public housing and administrative office buildings (including those identified above)

The term *smoking* means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices. Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

Smoking marijuana on HHA properties is strictly prohibited. This prohibition applies for both recreational and medical purposes.

Violation of the smoke-free policy, including use of ENDS and/or smoking marijuana, constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

7.12 NPHOI LEASE REQUIREMENTS

Families who exceed the over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—(see [OVER-INCOME FAMILIES](#)) will be given the opportunity to stay in their units by signing a Non-Public Housing Over-Income (NPHOI) lease.

At a minimum, the NPHOI lease will contain the following plus other required provisions as stated in 24 CFR 960.509:

1. Parties to the Lease;
2. Dwelling Unit;
3. Initial rent and notice requirements for changes in rent;
4. Charges for late rent payments, per HHA policy;
5. Lease term and renewal as dictated by HHA policy, but with no automatic renewal;
6. Statement of utilities, services and equipment to be supplied by HHA without additional cost;
7. Utilities and appliances to be supplied by the tenant;

8. The HHA-approved household composition, including foster children, foster adults and approved live-in aides;
9. Requirement for family to notify HHA of the birth, adoption and/or court-awarded custody of a child;
10. Charges for excess utility consumption (if there are individual check meters or are the result of use of major tenant-supplied appliances) and charges for repair beyond normal wear and tear;
11. Requirement to obtain HHA approval to add any other household member;
12. HHA obligations under the lease;
13. Tenant obligations;
14. Defects hazardous to life, health or safety;
15. No smoking policy;
16. Entry of the dwelling unit during tenancy;
17. Notice procedures;
18. Seasonal maintenance requirements (elderly/disabled may opt out);
19. Termination of tenancy and eviction;
20. Grievance procedures (if applicable);
21. Provisions for lease modification; and
22. Signature clause.

7.12.1 Security Deposits for NPHOI Families

Any previously paid security deposit will be applied to the tenancy upon signing of the NPHOI lease. The NPHOI lease will include the circumstances under which the security deposit will be returned plus circumstances when the tenant will be charged for damage to the unit, all of which will be consistent with state and local security deposit laws.

CHAPTER 8: INSPECTIONS

8.1 OVERVIEW

HHA is obligated to maintain safe and habitable dwelling units and to make necessary repairs to dwelling units. 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. Further, units must comply with state and local code requirements (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, and residential code) as well as with all requirements related to the evaluation and control of lead-based paint hazards.

Under NSPIRE, public housing units are subject to three types of inspections:

1. Annual self-inspections,
2. NSPIRE Inspections (which are used to assess and score HHA under the Public Housing Assessment System (PHAS)), and
3. NSPIRE Plus Inspections (which are triggered by poor property conditions).

HUD regulations also require HHA to inspect each public housing unit annually, as well as prior to move-in and at move-out. HHA may require additional inspections, in accordance with HHA policy.

This part contains HHA's policies governing inspections by HHA and HUD, notification of unit entry, and inspection repair timelines; it also discusses inspections conducted by HHA (including annual self-inspections) and inspections conducted by HUD REAC.

8.2 TYPES OF INSPECTIONS

8.2.1 Move-In Inspections

HHA and the tenant will inspect the dwelling unit prior to occupancy. HHA will give the tenant a copy of the inspection form showing the conditions of the premises, interior and exterior as applicable and any equipment provided in the unit. HHA and the tenant shall sign the inspection form and a copy of the form will be retained in the tenant's file. HHA will correct any deficiencies noted on the inspection form before or shortly after the tenant moves in depending on the severity of the deficiency, at no charge to the tenant.

The head of household must attend the initial inspection and sign the inspection form.

8.2.2 Move-Out Inspections

HHA will inspect the unit at the time the tenant vacates the unit and will allow the resident to participate in the inspection if they wish, unless the tenant vacates without notice to HHA. HHA will provide the tenant a written statement of the charges, if any, 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.

If present, the head of household, spouse, or co-head will sign the move-out inspection form.

8.2.3 HHA Annual Self-Inspections

HHA is required to self-inspect their properties annually, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR 5.703. As part of the self-inspection process, HHA must ensure that deficiencies previously cited have been repaired and not subsequently failed.

HHA must maintain the results of self-inspections for three years and must provide the results to HUD upon request.

8.2.4 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 at an acceptable level of craftsmanship and within an acceptable time frame.

Supervisory quality control inspections will be conducted in accordance with HHA's or their agent's maintenance plan.

8.2.5 Special Inspections

HHA staff may conduct a special inspection for any of the following reasons:

1. Housekeeping,
2. Unit condition,
3. Suspected lease violation,
4. Preventive maintenance,
5. Routine maintenance, and/or
6. There is reasonable cause to believe an emergency exists.

8.2.6 Other Inspections

Building exteriors, grounds, common areas and systems will be inspected according to HHA's or their agent's maintenance plan.

8.3 SCHEDULING INSPECTIONS/UNIT REPAIRS

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify HHA at least 24 hours prior to the scheduled inspection. HHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. HHA may request verification of such cause.

8.4 NOTICE OF ENTRY

8.4.1 Notice of Non-Emergency Entries

HHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual self-inspections, the family will receive at least two weeks written notice of the inspection to allow the family to prepare the unit for the inspection.

Except at move-in inspections, the resident is not required to be present for the inspection. 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.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for HHA 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 HHA pet policy.

8.4.2 Notice of Emergency Entries

HHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, HHA will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

8.5 REPAIRS

8.5.1 Non-Emergency Repairs

HHA will correct non-life threatening health and safety defects within 15 business days of the inspection date or repair request date. If HHA is unable to make repairs within that period due to circumstances beyond HHA's control (e.g., required parts or services are not available, unsuitable weather conditions) HHA will notify the family of an estimated date of completion.

The family must allow HHA 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 HHA's pet policies.

8.5.2 Emergency Repairs

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 HHA of the damage, and HHA must make repairs within a reasonable time frame. Under NSPIRE, HHA must correct all Life-Threatening and Severe deficiencies within 24 hours.

If the damage was caused by a household member or guest, HHA must charge the family for the reasonable cost of repairs. HHA may also take lease enforcement action against the family.

If HHA cannot make repairs quickly, HHA must offer the family standard alternative accommodations. If HHA 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.

8.6 TENANT-CAUSED DAMAGES

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with HHA policies.

Repeated tenant-caused damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

8.7 HOUSEKEEPING

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, HHA will provide proper notice of a lease violation.

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.

8.8 SMOKE DETECTORS

Notices of lease violation will 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.

8.9 NSPIRE INSPECTIONS

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.

8.9.1 Notice of NSPIRE Inspection Entries

HHA will provide all residents with at least seven (7) 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.

8.9.2 NSPIRE Emergency Repairs

At the conclusion of the NSPIRE inspection, or at the end of the day on multi-day inspections, HUD provides HHA with a list of Life-Threatening and Severe deficiencies.

HHA will correct all Life-Threatening and Severe deficiencies within 24 hours. *Correcting the deficiency* means HHA 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 HHA will complete all repairs expeditiously, if a permanent repair is not possible within 24-hours, HHA 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, HHA 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 HHA access to the unit to make repairs.

8.9.3 NSPIRE Non-Emergency Repairs

Under NSPIRE, HHA 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.

If HHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond HHA's control (e.g., required parts or services are not available, weather conditions), HHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. HHA will also notify the family of an estimated date of completion.

The family must allow HHA 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 HHA's pet policies.

8.10 REPORTING REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

HHA has certain responsibilities relative to children with elevated blood lead levels that are living in public housing.

HHA will report the name and address of a child identified as having an elevated blood lead level (EBLL) to the public health department within five (5) business days of being so notified by any other medical health care professional.

HHA 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 (5) five business days of receiving the information.

CHAPTER 9: VERIFICATION

9.1 OVERVIEW

HHA verifies all information that is used to establish the family's eligibility and level of assistance. Applicants and participants must cooperate with the verification process as a condition of receiving assistance.

9.2 FAMILY CONSENT TO RELEASE OF INFORMATION

The family must supply any information that HHA or HUD determines is necessary for the administration of the program and must consent to verification of that information by HHA.

9.2.1 Authorization for the Release of Information/Privacy Act Notice (Form HUD-9886-A)

Each adult family member and the head of household, spouse, or co-head, regardless of age, is required to sign form HUD-9886-A, Authorization for the Release of Information/Privacy Act Notice or comparable form authorized by HUD.

The purpose of form HUD-9886-A is to facilitate automated data collection and computer matching from specific sources and to provide the family's consent only for the specific purposes listed on the form.

On or after January 1, 2024, current program participants must sign and submit a new form HUD-9886-A at their next interim or regular reexamination. This form will only be signed once. Another form HUD-9886-A will not be submitted to HHA except under the following circumstances:

1. When any person 18 years or older becomes a member of the family;
2. When a current member of the family turns 18; or
3. As required by HUD or HHA in administrative instructions.

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to HHA to revoke consent.

HHA will deny admission to the program or terminate assistance if any member of the applicant family fails to sign and submit required consent forms which allow HHA to obtain information that HHA has determined is necessary in administration of the HCV program. Further, revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission.

See [Authorization for the Release of Information/Privacy Act Notice \(Form HUD-9886-A\)](#) in the chapter on [ELIGIBILITY](#) for more information.

9.2.1 Other HHA-Required Consent Forms

Additionally, families are required to sign other HHA consent forms as needed to collect information relevant to the family's eligibility and level of assistance. HHA will deny admission to the program or terminate assistance if any adult member of the applicant or participant family fails

to sign and submit the consent forms which allow HHA to obtain information that HHA has determined necessary in the administration of the public housing program.

9.3 USE OF OTHER PROGRAMS' INCOME DETERMINATIONS

During a household's regular recertification, HHA may opt (but is 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 certain means-tested federal public assistance programs.

HHA will not accept other programs' determinations of income for any new admission or interim reexamination.

HHA will still require third-party verification of all deductions such as the health and medical care expense or child care expense deductions. Further, if the family is eligible for and claims the disability assistance expense or child care expense deductions, where applicable, the HHA 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.

9.3.1 Acceptable "Safe Harbor" Income Determinations

HHA will accept *Safe Harbor* income determinations from any of the following programs:

1. Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
2. Medicaid (42 U.S.C. 1396 et seq.);
3. Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
4. Earned Income Tax Credit (EITC) (26 U.S.C. 32);
5. Low-Income Housing Credit (LIHTC) program (26 U.S.C. 42);
6. Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
7. Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
8. Other programs administered by the HUD Secretary;
9. Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
10. 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*.

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 HHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the HHA 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, HHA will use the most recent income determination, unless the family presents acceptable evidence that HHA should consider an alternative verification from a different Safe Harbor source.

9.3.2 Requirements for Utilizing “Safe Harbor” Income Determinations

Prior to using any Safe Harbor determination from another program, HHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, HHA will obtain third-party verification of all sources of income and assets (as applicable).

When HHA 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 HHA. Depending on when the change occurred, the change may or may not impact HHA's calculation of the family's total annual income. Changes that occur between the time HHA receives the Safe Harbor documentation and the effective date of the family's regular recertification will not be considered. If the family has a change in income that occurs after the regular recertification effective date, HHA will conduct an interim reexamination if the change meets the requirements for performing an interim reexamination. In this case, HHA will use third-party verification to verify the change.

9.4 VERIFICATION HIERARCHY

Unless HHA utilizes an income determination from a means-tested federal assistance program (as described in [Use of Other Programs' Income Determinations](#)), HHA is responsible for obtaining third-party verification of:

- Reported family annual income;
- The value of assets (as applicable);
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

HHA will use the most reliable form of verification that is available and will document the reasons when HHA uses a lesser form of verification. HHA will attempt to obtain third-party verification, when available, prior to accepting self-certification, except instances when self-certification is explicitly allowed, as described below.

9.4.1 Alternative Verification Hierarchy

MTW Policy

MTW Waiver: Agency-Specific Waiver – Alternative Verification Methods

Approval Date: FY 2022

Applicable to: All MTW-assisted households

Description: This activity waives provisions of HUD PIH Notice 2018-18 and successor notices (including PIH Notice 2023-27) to allow HHA to utilize an alternative, streamlined method to verify household member income for all Public Housing and HCV program applicants and participants.

Under the existing HUD Income Verification Hierarchy, HHA is required to request and document attempts to obtain written third-party verification forms and oral verification prior to relying on a tenant declaration. HHA's modified Income Verification Hierarchy will allow HHA to rely on any of the third-party verification methods before accepting self-certification. This process will streamline the verification process and allow HHA to repurpose staff time on tasks outside of verification.

In order of priority, the forms of verification that HHA will use are:

1. **Upfront Income Verification using HUD's EIV and IVT** – Highest (Mandatory)
2. **Upfront Income Verification (UIV)** using non-HUD system – Highest (Optional)
3. **Written or Oral Third-Party** (includes Written Third-Party Verification, Written Third-Party Verification Form, or Oral Third-Party Verification)
* – High (Mandatory)

**HHA may obtain any of these three forms of verification but does not need to attempt to obtain all three forms of verification before moving on to self-certification.*

4. **Self-Certification**** – High (Optional)

***As applicable and/or as needed to supplement EIV documentation and/or when third-party documentation cannot be obtained.*

Families may request an [Alternative Verification Hierarchy Hardship](#) if the family does not agree with an income and rent determination based on documentation used under the Alternative Verification Hierarchy.

9.4.2 Alternative Verification Requirements

MTW Policy

MTW Waiver: Agency-Specific Waiver – Alternative Verification Methods

Approval Date: FY 2022

Applicable to: All MTW-assisted households

Description: This activity waives provisions of HUD PIH Notice 2018-18 and successor notices to allow HHA to utilize an alternative, streamlined method to verify household member income for all Public Housing and HCV program applicants and participants. Policies approved under this waiver are outlined below, and detailed throughout this chapter:

1. **Extend the time that verification documents are valid:** Verifications for reexaminations may not be dated more than 180 days from the effective date of the transaction.
2. **Fixed Sources of Income:** Verification documents for fixed income sources will be valid for the full calendar year in which the income is effective.
3. **Increase the discrepancy threshold to \$5,000.** HHA will continue to identify income discrepancies and take action to process discrepancies which may result in interim or annual correction actions; however, the threshold for the discrepancy will be set at \$5,000.
4. **Establish an [Alternative Verification Hierarchy](#)** to streamline the verification process.

9.4.3 Enterprise Income Verification (EIV) System

HHA will use HUD's EIV system as a third-party source to validate participant employment and verify certain income information during reexaminations of family composition and income.

The following policies apply to the use of HUD's EIV system. Note that while HHA is required to run EIV and IVT reports at each regular recertification, it is not required to use those reports if at a regular recertification HHA used Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

EIV Income Reports

EIV reports will be run within 120 days of the effective recertification date and compared to family-provided information as part of the regular reexamination process and/or as needed.

EIV reports will be used as necessary to identify earned income and unemployment benefits, and to verify and calculate Social Security, Dual Entitlement, and/or Supplemental Security Income (SSI) benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income Validation Tool (IVT)

The IVT report facilitates and enhances identification of unreported or under-reported income. The IVT also provides income and wage, unemployment compensation and SSA benefit information. Additionally, the IVT report provides income information for heads of household and family members where there may be discrepancies in family reported income and employer reported information.

At each regular reexamination of income and family composition and within 120 days of the effective recertification date, and/or as needed, HHA will:

1. Review the EIV Income and IVT reports to confirm/validate tenant-reported income;
2. Maintain the EIV Income and IVT Reports in the tenant file;

3. Obtain current acceptable tenant-provided documentation to supplement EIV information (where applicable); and
4. Use current family-provided documentation and/or third-party verification to calculate annual income, as needed.

Additionally, at each regular reexamination of income and family composition, and/or as needed, using the IVT, HHA will:

1. Identify any reported discrepancies in family reported income and employer reported information;
2. Request the family to provide any documentation to confirm or dispute the income discrepancy;
3. As applicable, determine the degree of family underreporting or misreporting of income information; and
4. Take action in accordance with HHA policy to resolve the identified discrepancies.

New Hires Report

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

HHA will review the EIV New Hires Report at each family's regular recertification.

New Admissions

For each new admission, HHA will review the EIV Income and IVT Reports within 120 days from the first IMS/PIC/HIP submission date to ensure that families, at the time of admission, accurately reported income. HHA will print and retain the reports and will take action to address any income discrepancies within 60 days from running the EIV Income Report.

No Income Reported by HHS or SSA Report

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

HHA will generate the No Income Reported by HHS or SSA Report at least quarterly and will retain the report.

HHA will re-verify the status of participants identified on the report quarterly. Based on the information provided by the family and in EIV, HHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When HHA 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 the **PROGRAM INTEGRITY** chapter.

EIV Identity Verification

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. When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

HHA will generate, review, and retain the report at least monthly.

HHA will identify residents whose identity verification has failed. HHA will attempt to resolve discrepancies by obtaining appropriate documentation from the family. When HHA determines that discrepancies exist as a result of HHA errors, such as spelling errors or incorrect birth dates, it will correct the errors promptly.

Deceased Tenants Report

HHA will review the Deceased Tenants Report on a monthly basis, confirm the death of any household member, and timely remove any deceased household member. If the deceased person is a sole-member household, HHA will complete an End of Participation (EOP) action 50058, effective the first of the following:

1. The date the family or designee of the deceased resident's estate returned the keys and signed a vacate notice; or
2. The date the public housing lease was terminated; or
3. The date HHA legally regained possession of the unit.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for continued occupancy. HHA 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

HHA will review other EIV reports, such as the Multiple Subsidy Report and Failed EIV Pre-Screening and Failed Verification reports as required per Notice PIH 2023-27 or subsequent guidance.

9.4.4 Upfront Income Verification (UIV)

UIV refers to HHA'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 HHA.

9.4.5 Written or Oral Third-Party Verification

Written-Third Party Verification

Written third-party verification is an original or authentic document generated by a third-party source. Such documentation may be in the possession of the resident or the applicant. HHA may, at its discretion, reject any family-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable family-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) are an acceptable form of written, third-party verification.

HHA will not use this method if it is able to use an income determination from a means-tested federal assistance program.

The following are HHA's general verification requirements when written third-party verification is used:

1. Documentation must generally be dated within 180 calendar days of the date received by HHA. For fixed income sources, a statement valid for the applicable calendar year in which the income is effective is acceptable documentation. See the MTW Policy on [Alternative Verification Requirements](#) for alternative requirements for MTW households.
2. HHA may reject any family-provided documentation if:
 - a) The document has been altered, mutilated, or is not legible/readable;
 - b) The document appears to be a forged document (i.e., does not appear to be authentic); and/or
 - c) The document is missing key information necessary to verify and calculate the income accurately and attribute the income to the correct family member.
3. When using pay stubs to calculate earned income, HHA will collect:
 - a) Four (4) current, consecutive pay stubs for weekly pay;
 - b) Two (2) current, consecutive pay stubs for bi-weekly or semi-monthly pay; and
 - c) Two (2) current, consecutive pay stubs for monthly pay.

For new income sources or when the above number pay stubs based on pay frequency are not available, HHA will determine income based on the information from a traditional written, third-party verification form or the best available information.

4. When verification of assets is required, HHA must obtain at least one statement that reflects the current balance of banking/financial accounts.

See also [When Third-Party Verification Is Not Required](#).

Written Third-Party Verification Form

As needed, HHA may obtain a written third-party verification form, which is a standardized form used to collect information from a third-party source. HHA may mail, fax, or e-mail third-party written verification form requests to third-party sources.

Oral Third-Party Verification

As needed, HHA may obtain oral third-party verification, which is independent verification of information obtained by contacting the individual income/expense source(s), as identified through the UIV technique or by the family. HHA staff will document the family's file to record the date and time of the telephone call (or visit to the third party), the name of the person and organization contacted and telephone number, along with the confirmed information.

9.4.6 When Third-Party Verification Is Not Required

Third-party verification will not be required under the following circumstances:

1. **Verification Service Charge:** if there is a service charge for third-party verification, HHA will assume that third-party verification is not available and use the next level of verification according to the verification hierarchy set forth in this chapter.
2. **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.
3. **Assets Disposed of for Less than Fair Market Value:** HHA will accept a self-certification from the family as verification of assets disposed of for less than fair market value.
4. **Value of Assets and Asset Income:** HHA will accept a self-certification for families with net assets totaling \$50,000 or less. See [Verification of Assets](#) for more information on asset policies.
5. **Fully-Excluded Income:** HHA will accept a self-certification of income that is fully excluded; see [Income from Excluded Sources](#).

9.4.7 Self-Certification

Self-certification is used as a last resort when HHA is unable to obtain third-party verification.

When information cannot be verified in EIV, 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 HHA. HHA will document the file with attempts to obtain higher forms of verification before relying on self-certification.

HHA 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 HHA and must be signed by the family member whose information or status is being verified.

However, self-certification is an acceptable form of verification when:

1. A source of income is fully excluded;
2. Net family assets total \$50,000 or less;
3. The family declares that they do not have any present ownership in any real property; and/or
4. A family states that they have non-recurring income that will not be repeated in the coming year.

Self-certification is generally not acceptable for the following:

1. Social Security/SSI benefits,
2. Public assistance,
3. Disability (unless obvious or otherwise known, for reasonable accommodation purposes only),

4. Unemployment,
5. Veteran's Administration pension,
6. Court-ordered child support,
7. Worker's compensation,
8. Unreimbursed medical expenses,
9. Full-time student status.

9.5 INCOME DISCREPANCIES

9.5.1 Substantial Difference

If UIV/third-party information differs substantially from family-provided information, HHA reserves the right to request additional verification information and use any other verification method in priority order to reconcile the difference.

MTW Policy

MTW Waiver: Agency-Specific Waiver – Alternative Verification Methods

Approval Date: FY 2022

Applicable to: All MTW-assisted households

Description: Under this waiver, HHA will continue to identify income discrepancies and take action to process discrepancies which may result in corrections to reexamination actions; however, the threshold for the discrepancy will be set at \$5,000.

9.5.2 Fraud

Information provided by the family that proves to be untrue may be used to disqualify the applicant for admission or terminate the participant's assistance on the basis of attempted fraud. HHA considers false information concerning the following to be grounds for rejecting an applicant or terminating assistance:

1. Income, assets, family composition;
2. Social Security numbers;
3. Preferences;
4. Allowances (e.g., medical, disability and/or child care expenses); and
5. Previous participant history or criminal history.

The family shall be notified in writing of such determination by HHA and will be given the opportunity for a grievance hearing. See [HEARINGS AND GRIEVANCES](#) and [PROGRAM INTEGRITY](#).

9.6 VERIFYING FAMILY INFORMATION

9.6.1 Verification of Legal Identity

HHA 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
<ul style="list-style-type: none">• Certificate of birth, naturalization papers• Church-issued baptismal certificate• Current, valid driver's license or Department of Motor Vehicles identification card• U.S. military discharge (DD 214)• Current U.S. passport• Current government employer identification card with picture	<ul style="list-style-type: none">• 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 HHA'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 HHA.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the HHA has reason to doubt the identity of a person representing him or herself to be a tenant or member of a tenant household.

9.6.2 Social Security Number Verification

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 program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Additionally, the head of household may not opt to remove a household member from the family composition for this purpose.

Documents Used to Verify Social Security Numbers

Social Security numbers must be verified only once during continuously-assisted occupancy, unless HHA has received conflicting information concerning a household member's SSN.

HHA will accept the following documentation as acceptable evidence of the Social Security number:

1. An original SSN card issued by the Social Security Administration (SSA);
2. An original SSA-issued document, which contains the name and SSN of the individual;
3. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual;
4. Such other evidence of the SSN as HUD may prescribe in administrative instructions.

If HHA has attempted to obtain third-party verification of an applicant's SSN prior to admission, HHA may accept the applicant's self-certification and a third-party document with their name printed on it (such as a bank statement, benefit letter, utility bill or cell phone bill) to satisfy the SSN disclosure requirement. However, this is only allowable when HHA has exhausted all other attempts to obtain the required documentation and has documented why other SSN documentation was unavailable. If the tenant's SSN is verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, then HHA 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.

HHA may reject documentation of an SSN provided by an applicant or tenant if the document is not an original document, if the original document has been altered, mutilated, or is not legible, or if the document appears to be forged.

HHA will retain in the family's file the verification of each SSN provided. The retention of the EIV Summary Report or Income Report showing an individual's status as *verified* is also adequate documentation of an individual's SSN.

Adding a Family Member who is a Child Under Six Who Lack a Social Security Number

When a family requests to add a new household member who is at least 6 years of age, the family must provide the complete and accurate SSN assigned to each new member at the time of reexamination or reexamination, in addition to the documentation required to verify it. HHA 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 yet been assigned an SSN, the resident must provide the SSN assigned to the new child and the required documentation within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, HHA may grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if HHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period HHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household and will be entitled to all of the benefits of being a household member during the time allotted for the family to comply with the SSN disclosure and documentation requirements. Upon expiration of the time period, if the family has not complied with the SSN disclosure and documentation requirements, HHA will terminate the family's assistance.

9.6.3 Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of Social Security retirement benefits cannot be provided, HHA 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, unless HHA receives information that a household member's date of birth is incorrect.

9.6.4 Verification of Family Relationships

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

Certification by the head of household is normally sufficient verification of marriage. If HHA has reasonable doubts about a marital relationship, HHA will require the family to document the marriage. A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, 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

Certification by the head of household is normally sufficient verification. However, HHA may 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.

Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides, such as a lease or utility bill).

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the foster child or foster adult with the family is required.

9.6.5 Student Status Verification

HHA 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:

1. The family claims full-time student status for an adult other than the head, spouse, or co-head; or
2. The family claims a child care deduction to enable a family member to further his or her education.

See [Full-time student](#) in the Glossary of this ACOP.

Verification of Student Financial Assistance and Fees

HHA 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 Higher Education Act of 1965, HHA 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 HHA is unable to obtain third-party written verification of the requested information, HHA will pursue other forms of verification following the verification hierarchy.

9.6.6 Verification of Disability

HHA will verify the existence of a disability in order to determine waiting list preferences (as applicable) and in order to allow certain income disallowances and deductions from income.

For family members claiming disability who receive disability benefits from the SSA, HHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD's EIV System is not available, HHA will request a current (dated within the current benefit year) SSA benefit verification letter from each family member claiming disability status.

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.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability (see [Disabled Deduction: Definition of a Person with a Disability](#)). The knowledgeable professional will verify whether the family member does or does not meet the HUD definition of disability.

9.6.7 Verification of U.S. Citizenship and of Eligible Immigration Status

HUD requires the family to provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen. The declaration must be signed personally by any family member 18 or older or by a guardian for minors.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless HHA receives information indicating that an individual's declaration may not be accurate.

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.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required; however, no further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, HHA will verify immigration status with the U.S. Citizenship and Immigration Services (USCIS). HHA will follow all USCIS protocols for verification of eligible immigration status.

9.6.8 Verification of Preference Status

HHA must verify any preferences claimed by an applicant that determined placement on the waiting list. Preferences are covered in detail in [Local Preferences](#).

9.7 VERIFICATION OF INCOME

HHA will verify income using applicable regulatory and HHA policies and procedures. Applicable requirements may differ as noted below:

1. MTW Tiered Rent Households:

a. At Admission and Interims, Prospective Income

When verifying and calculating annual income for a household at initial eligibility screening and admission to the program, HHA will collect and verify current/anticipated income. Generally, anticipated income is calculated by annualizing the income in the last two months of the retrospective period.

b. Recertifying Households, Retrospective Income

When verifying and calculating annual income for a household at the time of a regular reexamination, HHA will review and calculate the family's income from the preceding 12-month period, taking into consideration any interims or changes that have taken place during that period. If HHA determines that the family's prior-year income does not reflect the family's current income, it may adjust the calculation of annual income as needed.

2. All Other Households:

a. Prior to implementation of the HOTMA Final Rule (Sections 102 and 104):

- i. Prospective Income:** When verifying and calculating annual income for a household, HHA will generally collect and verify current/anticipated income. Generally, anticipated income is calculated by annualizing the income within the last two months of the retrospective period.

b. Upon implementation of the HOTMA Final Rule (Sections 102 and 104):

Note: the following two bullet points are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

- i. At Admission, Prospective Income:** When verifying and calculating annual income for a household at initial eligibility screening and admission

to the program, HHA will collect and verify current/anticipated income. Generally, anticipated income is calculated by annualizing the income in the last two months of the retrospective period.

- ii. **Recertifying Households, Retrospective Income:** when verifying and calculating annual income for a household at the time of a regular reexamination, HHA will review and calculate the family's income from the preceding 12-month period, taking into consideration any interims or changes that have taken place during that period. If HHA determines that the family's prior-year income does not reflect the family's current income, it may adjust the calculation of annual income as needed.

See [Anticipating Annual Income](#) in the **INCOME AND ADJUSTED INCOME** chapter for more information on calculating income from various sources.

9.7.1 Employment Income

Employment income will be verified according to the [Alternative Verification Hierarchy – MTW](#). This may include UIV (such as the Work Number), written third-party verification (such as pay stubs and/or written or oral third-party verification from the employer).

Self-certification of employment income may be used as a last resort when HHA is unable to obtain third-party verification.

9.7.2 Business and Self-Employment Income

Business owners and self-employed persons will be required to provide income tax returns for the most recent year with corresponding official tax forms and schedules attached. 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 those in "gig employment" situations, HHA may opt to accept monthly or weekly statements from the applicable app in addition to the person's Schedule C and form IRS 1099 or 1099k.

HHA 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, HHA 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 for less than three (3) months, HHA 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 only three (3) to twelve (12) months, HHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Net Income from Rental Property

If the family reports income from rental property, the family must provide:

1. A current executed lease for the property that shows the rental amount or certification from the current tenant; and

2. 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, HHA 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.

However, under HOTMA, if the family has a present ownership interest in such real property, a legal right to reside in it, the effective legal authority to sell it, and it is considered suitable for their occupancy as a residence, that ownership interest may be disqualifying; however there may be circumstances where the family does not have the effective legal authority to sell the real property due to the structure of their business. See [Real Property Ownership](#) and [Asset Restrictions](#).

9.7.3 Verification of Social Security and SSI Benefits

Applicants

To verify the Social Security and SSI benefits of applicants, HHA will request a current SSA benefit verification letter from each family member that receives Social Security benefits. If the family is unable to provide the document(s), HHA will help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one from the SSA (see [Income from Fixed Sources](#)).

Residents

To verify the SS/SSI benefits of residents, HHA will obtain information about Social Security/SSI benefits through the HUD EIV System, and confirm with the participant(s) that the current listed benefit amount is correct. If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, HHA will request a current SSA benefit verification letter from each family member that receives SSA benefits. If the family is unable to provide the document(s) HHA will help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one from the SSA (see [Income from Fixed Sources](#)).

9.7.4 Income from Fixed Sources

For MTW households, verification documents for fixed income sources will be valid for the full calendar year in which the income is effective (see [Alternative Verification Requirements](#)).

9.7.5 Child Support and Alimony

If the family declares that it receives child support or alimony payments, whether regular or irregular, HHA will request third-party verification from the enforcement agency or support provider.

9.7.6 Income from Retirement Accounts

HHA will accept a 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.

9.7.7 Student Financial Assistance

See [Verification of Student Financial Assistance and Fees](#) in the section under [Student Status Verification](#).

9.7.8 Non-Recurring Income

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. HHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. However, HHA may choose, on a case-by-case basis, to require third-party verification that income sources will not be repeated in the coming year.

9.7.9 Income from Excluded Sources

For fully excluded income (see [Annual Income Exclusions](#)), HHA is not required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. HHA will accept the family's self-certification as verification of fully excluded income. HHA may request additional documentation if necessary to document the income source.

However, if the family is claiming exemption from the [COMMUNITY SERVICE](#) requirement based on receipt of food stamps, third-party verification of Supplemental Nutrition Assistance Payments (SNAP), or food stamps, dated within the prior 180 days is required.

Also, HHA may require verification where there is a doubt that a source of income qualifies for full exclusion.

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, or income excluded under the earned income disallowance). HHA will verify the source and amount of partially excluded income.

9.7.10 Zero Income Household

Families claiming no annual income will be required to execute verification forms to determine that certain forms of income outside the realm of EIV are not being received by the household. Receipt of Supplemental Nutrition Assistance Program (SNAP)/food stamp benefits is not considered income for the purposes of zero income verification; families receiving SNAP with no other income will be required to verify zero income status as described in this section.

Any payments paid on behalf of the family and other cash or non-cash contributions provided on a recurring basis may be counted as income depending on the duration and circumstances.

See [Zero Income/Minimum Rent](#) Interim Reexamination for zero income policy on reexamination frequency requirements for zero income households.

Zero Income Verification Requirements

HHA may check EIV, UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, Social Security, SSI, and earnings are not being received by families claiming to have zero annual income.

HHA will also require the head of household to complete an Affidavit of Zero Income form.

9.8 VERIFICATION OF ASSETS

See the definition of *Net family assets* in [GLOSSARY OF TERMS AND DEFINITIONS](#).

See [Asset Restrictions](#) for policies under which a household may be disqualified from admission or continued occupancy due to assets.

MTW Policy

MTW Waiver: 3.d. – Self-Certification of Assets

Approval Date: FY 2022

Applicable to: All MTW-assisted households

Description: Applicants and existing participants may self-certify asset value and income when the market value of the household's assets is \$50,000 or below.

When the market value of the asset is greater than \$50,000, HHA will verify the market value of the asset using the verification hierarchy. Each household will be required to complete one asset self-certification at admission and at each regular recertification. Third-party verification of assets every three years is not required.

When verification of assets is required, HHA will obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

9.8.1 Assets Disposed of for Less than Fair Market Value

For assets disposed at less than fair market value in the two years preceding the effective date of admission or the certification, HHA will accept a self-certification from the household including a certification regarding the assets disposed, the date of disposition and the amount received for the asset.

9.8.2 Real Property Ownership

Note: the following is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Both at admission and reexam, HHA will accept self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. HHA 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, HHA will obtain third-party verification of the following factors:

1. Whether the family has the legal right to reside in the property;
2. Whether the family has effective legal authority to sell the property; and
3. 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 and/or human trafficking, HHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

9.8.1 Federal Tax Refunds or Refundable Tax Credits

Note: the following is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

HHA will verify the amount of the family's federal tax refund or refundable tax credits if the family's net assets are greater than \$50,000. HHA 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.

9.9 VERIFICATION OF MANDATORY DEDUCTIONS

Policies in this section cover verification of mandatory deductions. See [Adjusted Income](#) in the chapter on [INCOME AND ADJUSTED INCOME](#) for more information on deductions for the purposes of calculating income and rent.

9.9.1 Dependent and Elderly/Disabled Household Deductions

HHA will verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

9.9.2 Medical Expenses

Unreimbursed medical expenses will be verified through written third-party documents provided by the family, such as pharmacy printouts or receipts, or written third-party forms if the family is unable to provide acceptable documentation.

The HHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The HHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

In addition, HHA will verify that:

1. The household is eligible for the deduction;
2. The costs to be deducted are qualified medical expenses;
3. The expenses are not paid for or reimbursed by any other source; and
4. Costs incurred in past years are counted only once.

The family may 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.

When anticipated costs are related to ongoing payment of medical bills incurred in past years, the HHA will verify:

1. The anticipated repayment schedule;
2. The amounts paid in the past, and

3. Whether the amounts to be repaid have been deducted from the family's annual income in past years.

9.9.3 Disability Assistance Expenses

HHA will verify that the family is eligible to deduct unreimbursed disability assistance expenses. HHA will allow a family to deduct unreimbursed disability assistance expenses after verifying that:

1. The family member for whom the expense is incurred is a person with disabilities;
2. The expense permits a family member, or members, to work;
3. The expense is not reimbursed from another source.

Attendant Care

Expenses for attendant care will be verified through:

1. Written third-party documents provided by the family, such as receipts or cancelled checks.
2. Third-party verification form signed by the provider, if family-provided documents are not available.
3. If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

1. 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.
2. Third-party verification form signed by the provider, if family-provided documents are not available.
3. If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

9.9.4 Child Care Expenses

In order to determine whether a household is eligible to deduct unreimbursed childcare expenses HHA will verify that:

1. The child is under 13 years of age;
2. The costs claimed are not reimbursed;
3. The costs enable a family member to pursue an eligible activity;
4. The costs are for an allowable type of child care; and
5. 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. HHA will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

The family (and/or 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

HHA will verify that the deduction of the unreimbursed child care expenses enable a family member(s) pursue education or be gainfully employed.

- **Furthering Education:** HHA will request third-party documentation to verify that the person permitted to further his or her 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:** HHA will obtain third-party verification of the employment of the person who is permitted to work by the child care or (as applicable) their attempts to seek work. As needed, HHA may require verification of the work schedule of the person permitted to work by the child care. The documentation may be provided by the family.

HHA will evaluate how the schedule for the claimed activity relates to the hours of care provided and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Allowable Type of Child Care

HHA will verify that the type of child care selected by the family is allowable (see [Eligible and Ineligible Child Care Expenses](#) in the chapter on [INCOME AND ADJUSTED INCOME](#)).

HHA 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).

HHA 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. The actual costs the family incurs will be evaluated by HHA for reasonableness to ensure that the costs are allowable.

If the family presents a justification for costs that exceed typical costs in the area, HHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

9.9.5 Live-In Aide

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the

elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request—subject to HHA verification—at each regular reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

1. Determined to be essential to the care and well-being of the person(s) needing the care,
2. Not obligated for the support of the person(s) needing the care, and
3. Would not be living in the unit except to provide the necessary supportive services.

CHAPTER 10: INCOME AND ADJUSTED INCOME

10.1 OVERVIEW

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. HHA 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 this policy. Once annual income has been established, HHA will subtract from annual income deductions for which a family qualifies in order to determine adjusted income and calculate total tenant payment (TTP). Then, HHA will consider the utility allowance, approved rent, payment standard, and all other relevant factors for determining HHA subsidy and required family payment.

10.2 ANNUAL INCOME

Annual income includes:

- All amounts, not specifically excluded (as listed in [Annual Income Exclusions](#) and, as applicable, [Excluded Income – MTW Policy](#));
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household, co-head or spouse of the head of household;
- Unearned income by or on behalf of each dependent who is under 18 years of age; and
- Upon implementation of HOTMA, imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (or the amount annually adjusted by HUD) and the actual returns from a given asset cannot be calculated (see [Asset Income](#)).

Generally, all income is included unless it is specifically excluded by regulation. However, while annual income includes *all amounts received*, that does not include the amount a family may be legally entitled to, but did not receive (such as the amount court-ordered child support that is not received by the family). 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 the net family assets. Further, annual income includes income from all family members, even if the family member is temporarily absent from the unit (see [Income of Temporarily Absent Family Members](#)).

10.3 ANNUAL INCOME EXCLUSIONS

Income received by all family members must be included unless specifically excluded by the regulations or an approved MTW waiver. The head of household is responsible to report changes in family composition in accordance with HUD regulations and HHA policies. Some requirements concerning excluded income depend on the household member. The chart below summarizes how household composition affects income determinations.

Household Member Type	Income Excluded
Head, spouse, co-head and adult family members	All sources of income specifically excluded by the regulations

Household Member Type	Income Excluded
Minor family members	Earned income of children under the age of 18
Full-time students 18 years of age or older (who are not the head, co-head, or spouse)	Earned income in excess of the dependent deduction
Live-in aides	Income from all sources (earned and unearned)
Foster child/foster adult	Income from all sources (earned and unearned)

Annual income does not include the following:

1. Certain income from assets. See [Determining Income from Assets](#).
2. The following types of trust distributions:
 - a) 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):
 - i. Distributions of the principal or corpus of the trust; and
 - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - b) 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 (including foster children) under the age of 18 years;
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 medical 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. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income including Bureau of Indian Affairs/Education student assistance programs (see also [Student Financial Assistance](#));

- a) If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described under item 10 below, none of the assistance described below is excluded as income.
 - b) If the amount of this excluded assistance is less than the amount of actual covered costs described under item 10 below, staff will exclude the lower of:
 - i. The total amount of student financial assistance received under item 10, or
 - ii. The amount by which the actual covered costs (as described below) exceed the assistance excluded under item 9.
10. 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, and expressly for a student who is not the head of household or spouse. (See also [Student Financial Assistance](#).)
- a) *Student financial assistance* means a grant or scholarship received from:
 - i. The federal government;
 - ii. A state, tribal, or local government;
 - iii. A private foundation registered as a nonprofit;
 - iv. A business entity; or
 - v. An institution of higher education.
 - b) *Student financial assistance* does not include:
 - i. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);
 - ii. 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);
 - iii. Gifts, including gifts from family or friends; or
 - iv. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, 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.
 - c) Student financial assistance must be:

- i. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
 - ii. Expressly to assist a student with the costs of higher education; or
 - iii. 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 may be paid directly to the student or to the educational institution on the student's behalf.
 - e) The student financial assistance exclusion applies to both part-time and full-time students.
11. 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.
12. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (see [Military Pay](#));
13. Certain amounts received that are related to participation in the following programs:
- a) Amounts received under HUD-funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers for the duration of the training);
 - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c) Amounts received by a client in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d) Amounts received under a client services stipend (not to exceed \$200/month). A client service stipend is a modest amount received by a resident for performing a service for HHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination; or
 - e) Incremental earnings and/or benefits 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 the local government), and training of family members as client 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.

14. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
15. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the **Dependent Deduction** section of this ACOP. Additionally, see MTW policy on **Excluded Income – MTW Policy**;
16. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the **Dependent Deduction** section of this Plan. Additionally, see MTW policy on **Excluded Income – MTW Policy**;
17. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (see also **Lump-Sum Payments for the Delayed Start of a Periodic Payment**);
18. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
19. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
20. 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;
21. 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);
22. 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;
23. Amounts specifically excluded by any other federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. 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) Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 42 U.S.C 5058) are excluded from income except that the

exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. 12651c 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)). This exclusion also applies to assets;

- c) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)); this exclusion also applies to assets;
- d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506); this exclusion also applies to assets;
- e) 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));
- f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6); this exclusion also applies to assets;
- g) The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407-1408); this exclusion also applies to assets;
- h) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C 1070), 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 (42 U.S.C. 1437f), 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 not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
- i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) 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;
- k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420 section 9(c)); this exclusion also applies to assets;

- l) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- m) 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;
- n) 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);
- o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95-433 section 2); this exclusion also applies to assets;
- p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q) Any allowance paid to children of Vietnam veterans born with spinal bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spinal bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c));
- r) 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)); this exclusion also applies to assets;
- s) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2));
- t) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets;
- u) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)); this exclusion also applies to assets;
- v) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in monthly prospective amounts (42 U.S.C. 1437a(b)(4));
- w) 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.);
 - x) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in case entitled, *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291 section 101(f)(2)); this exclusion also applies to assets;
 - y) 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));
 - z) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in Notice PIH 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);
 - aa) Federal assistance for a major disaster and emergency received by individuals under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as mended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)); this exclusion also applies to assets;
 - bb) Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and
 - cc) 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.
24. 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;

25. 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:
- a) 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.
 - b) Direct Federal or State payments intended for economic stimulus or recovery.
 - c) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - f) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - g) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
26. Civil rights settlements or judgments, including settlements or judgments for back pay;
27. 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;
28. Income earned on amounts placed in a family's Family Self Sufficiency Account;
29. 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 (see **Self-Employment Income**):
- a) 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
 - b) 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.

10.3.1 Excluded Income – MTW Policy

MTW Policy

MTW Waiver: 1.v. - Alternative Income Inclusions/Exclusions

Approval Date: FY 2022

Applicable to: All groups

Description:

Full-Time Student Income: HHA will exclude all adult, full-time student earned income, excluding the head of household, co-head or spouse. HHA will not verify adult full-time student earned income as 100% of the earned income is excluded.

Adoption Assistance Payments: HHA will exclude all adoption assistance payments. HHA will not verify adoption assistance payments as 100% of the income is excluded.

10.4 ANTICIPATING ANNUAL INCOME

10.4.1 Income at Admission and Interims

At admission and for **Interim Reexaminations**, HHA will use anticipated annual income (current/prospective income) for the upcoming 12-month period following the family's admission or interim recertification effective date.

When HHA cannot readily anticipate income based upon current circumstances, HHA 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. A clear rationale for this determination will be documented in the file. However, the family may provide verification documenting why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If HHA 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.

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, HHA will calculate annual income using current circumstances and then, should the change in income require HHA to conduct an interim reexamination, conduct an interim reexamination in accordance with HHA policy.

10.4.2 Income at Regular Recertifications

Control and Excluded Groups

- **Prior to implementation of HOTMA:**
 - **Prospective Income:** HHA will generally determine annual income based on current/anticipated (*prospective*) income. Generally, anticipated income is calculated by annualizing the income within the last two months of the retrospective period.
- **Upon implementation of HOTMA:**

Note: the following two bullet points are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

- **Retrospective Income:** Upon implementation of HOTMA, at each regular recertification for families in the Control and Excluded Groups, HHA will determine the family's income for the previous 12-month period and use this amount as the family income; however, adjustments to reflect current income must be made.
- Any change of income since the family's last regular reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with HHA policies and HUD regulations, will 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. See [REEXAMINATIONS AND CONTINUED OCCUPANCY](#).

Treatment Group

MTW Policy

MTW Waiver: 1.a. – Tiered Rent (PH)

Approval Date: FY 2022

Applicable to: MTW Treatment Group

Description: At recertification, gross income is determined retrospectively:

- The retrospective period is the 12-month period ending 120 days before the recertification effective date.
- The retrospective period for recertifying households applies to the first recertification following study enrollment and for each subsequent triennial recertification.
- The period always begins on the first of the month and ends the last day of the month. The prior/retrospective period is fixed; it does not change or update after it is communicated with the household (even if the effective date is moved to accommodate a move at the first certification following enrollment).
- HHA will count all required types of income sources when determining retrospective income and will count the actual income amount received during the retrospective period. Income is not averaged and annualized.
- If income from any source began partway through the prior/retrospective period, use the actual amount received during the prior/retrospective period.
- Income from TANF, UI, SSI, SSDI, or court-ordered child support will not be included if it ends partway through the prior/retrospective period.
- If a household member earned income prior to age 18 during the prior/retrospective period it will not be included.
- If a household member is verified as a full-time student at the time of recertification:

- Their earned income will not be included, and
- They will retain their full-time student designation until the family's next triennial recertification.

10.5 DETERMINING CERTAIN TYPES OF INCOME

10.5.1 Wages and Related Compensation

Except for where excluded under HHA's MTW policy, 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.

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.

Seasonal and Day Laborer Income

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.

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.

To determine annual income for individuals who have seasonal or day labor income at admission and regular recertification, HHA will use past actual income received or earned within the last 12 months of the determination date. Therefore, interim reexaminations will not be completed when circumstances change for family members with a pattern of seasonal income that is expected to continue.

Earned Income of Full-Time Students

Earned income from verified full-time students (see [Student Status Verification](#)) who are not the head, co-head or spouse is excluded; see [Excluded Income – MTW Policy](#).

Earned Income of Minors, Live-in Aides, and Foster Children/Adults

Earned income from minors, live-in aides, foster children, and foster adults is excluded from income. See [Annual Income Exclusions](#).

Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are included as income **except** for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

10.5.2 Self-Employment Income

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.

Net income does not include:

- Expenditures for business expansion;
 - *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;
- Amortization of capital indebtedness;
 - *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means HHA will allow as a business expense interest, but not principal, paid on capital indebtedness; or
- Depreciation of assets on an accelerated basis (depreciation of assets based on straight line depreciation is allowable).

However, 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. Acceptable investments in a business include cash loans and contribution of assets or equipment. Investments do not include the value of labor contributed to the business without compensation.

If a family reports gross income from a business or self-employment income and does not claim and/or verify any expenses, the gross income will be considered the net income.

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.

Co-Owned Businesses

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' 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).

Note, however, that for determining whether the family has a present ownership interest in disqualifying real property, whether the family owns the real property through an LLC or in their own name is not decisive. If the family has a present ownership interest in real property and has a legal right to reside in it, the effective legal authority to sell it, and it is considered suitable for their occupancy as a residence, that ownership interest will be disqualifying per [Asset Restrictions](#). There may be circumstances where the family does not have the effective legal authority to sell the real property due to the structure of their business. Receipt of rental income itself is not a relevant deciding factor for asset limitation compliance, however.

Independent Contractors

Income received as an independent contractor is included in annual income as self-employment income, even if the source, date, or amount of the income varies. See [Independent Contractor](#) in the Glossary of this ACOP.

10.5.3 Periodic Payments

Periodic payments are forms of income received on a regular basis. These will be included unless excluded under [Annual Income Exclusions](#).

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. 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) for a period of greater than one year that can be extended. 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. See [Annual Income Exclusions](#).

Lump-Sum Payments for the Delayed Start of a Periodic Payment

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.

HHA 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 HHA is processing a regular recertification, HHA 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 HHA is processing a regular recertification, then HHA will consider whether the amount meets the threshold to conduct an

interim reexamination. If so, HHA will conduct an interim in accordance with policies in this ACOP. If not, HHA will consider the amount when processing the family's next annual recertification.

Retirement Income

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 and SSI

HHA is required to use the gross benefit amount to calculate annual income from Social Security benefits, including Supplemental Security Income (SSI).

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. Effective the day after the SSA has announced the COLA, HHA is required to factor in the COLA when determining Social Security and SSI annual income for regular and interim recertifications of family income that have not yet been completed and will be effective January 1 or later of the upcoming year. The federal COLA does not apply to state-paid disability benefits.

When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, HHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

However, when the SSA overpays an individual, resulting in withholding or deduction from their benefit amount until the overpayment is paid in full, HHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Child Support and Alimony

HHA will include as annual income only those child support and/or alimony payments that are actually received by the family. If no payments have been made in the last 30 days, HHA will not include child support and/or alimony in annual income. Otherwise:

- At admission or interim recertification, HHA will include averaged and annualized payments (excluding lump sum payments) received over the last three full months, unless the family can verify that they expect to receive a different amount going forward.
- At regular recertification, HHA will calculate child support and/or alimony payments according to [Income at Regular Recertifications](#).

Public Assistance

Public (or welfare) assistance—including 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—is included as annual income.

When a welfare agency imposes a sanction that reduces a resident family's TANF income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, HHA must include in annual income the *imputed* welfare income; however, this requirement does not apply to applicant households (i.e., if the individual receiving the TANF was not an assisted resident at the time of the sanction, the welfare income cannot be imputed). HHA must request from the welfare agency verification of 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.

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.

Trusts

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 following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

See additional information under **trust distributions** (in the section on **Annual Income Exclusions**) and **Trusts as Assets** in this chapter.

Nonrecurring Income

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. See **Nonrecurring income** in the **Annual Income Exclusions** section of this chapter.

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 regular recertification 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) for a period of greater than one year that can be extended.

10.5.4 Student Financial Assistance

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students.

1. Title IV HEA Assistance: any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) 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:
 - a) Federal Pell Grants;
 - b) Teach Grants;
 - c) Federal Work Study Programs;
 - d) Federal Perkins Loans;
 - e) Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
 - f) Bureau of Indian Affairs/Education student assistance programs
2. Other Student Financial Assistance: 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 excluded [24 CFR 5.609(b)(9)(ii)].

HHA will verify tuition and fees according to its verification policies. See [Verification of Student Financial Assistance and Fees](#). See [Annual Income Exclusions](#) for the portion of student financial assistance that is excluded.

HHA will calculate student financial assistance as follows:

1. If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, HHA will exclude the full amount of the assistance received under Title IV from the family's annual income. HHA will not calculate actual covered costs in this case.
2. If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, HHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). HHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. HHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.
3. When a student receives assistance from both Title IV of the HEA and from other sources, HHA 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.
 - a) 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.

- b) If the amount of assistance excluded under Title IV of the HEA is **less than** the actual covered costs, HHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

10.5.1 Income of 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. See policies on [Temporarily and Permanently Absent Family Members](#) for definition of *Temporarily Absent*.

10.5.2 Earned Income Disallowance

HUD is discontinuing the Earned Income Disregard (EID). As a result, no new individuals may qualify for the EID after December 31, 2023. Any individual who has an EID as of December 31, 2023 may continue to use the EID—as described in this section—until it expires as of January 1, 2026.

Initial 12-Month Exclusion

During the 12-month period beginning on the date a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HHA will exclude from annual income of a qualified family member any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

Second 12-Month Exclusion

During the second 12-month exclusion period, HHA 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 HCV 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.

10.6 DETERMINING INCOME FROM ASSETS

Briefly, 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. However, see the following for additional information:

- The full definition of [Net family assets](#) in [GLOSSARY OF TERMS AND DEFINITIONS](#);
- The section on [Exclusions from Assets](#) for what is **not** considered an asset; and
- The section on [Asset Restrictions](#), under which a household may be disqualified from admission or continued occupancy.

Under MTW, HHA uses market value in calculating assets. *Market value* is the face value of an asset, its worth in the market (i.e., the amount a buyer would pay for real estate or the total value of an investment account).

10.6.1 Necessary and Non-Necessary Property

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

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. Personal property may be necessary or non-necessary, which determines whether they are considered to be assets.

- *Necessary personal property* are 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. This 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 (such as a car used for commuting),
 - Items that support and facilitate daily life within the family's home.
 - 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.

The value of necessary items of personal property is **excluded** from the calculation of net family assets.

- Items of personal property that do not qualify as necessary personal property are classified as *non-necessary personal property*, such as bank accounts, other financial investments, or luxury items. These items are considered assets for HUD purposes.
 - The combined value of all non-necessary items of personal property is only included in annual income when the combined total value exceeds \$50,000 (adjusted annually).
 - When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

10.6.2 General Calculation of Asset Income

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.

MTW Policy

MTW Waiver: 1.v. – Alternative Income Inclusions/Exclusions

Approval Date: FY 2022

Applicable to: All MTW-assisted households

Description: HHA will exclude the income from assets where the market value of the household's combined assets is \$50,000 or below.

Where the market value of the assets is greater than \$50,000, annual income shall include the greater of the actual income derived from all family assets or a percentage of the value of such assets based on the HUD-established passbook savings rate.

10.6.3 Treatment of Specific Assets

Bank Accounts

HUD considers bank accounts—checking, savings, credit union accounts—as non-necessary items of personal property to be included as assets. When the value of the household's combined assets is greater than \$50,000, HHA will use the current balance of each account in determining its market value.

Investment Accounts

HUD considers financial investments such as stocks, bonds, saving certificates, and money market funds non-necessary items of personal property to be included as assets. When the value of the household's combined assets is greater than \$50,000, HHA will use the current balance of each account as listed on its most recent statement as its market value.

Lump-Sum Additions to Family Assets

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. While lump sum additions to family assets, such as lottery or contest winnings or **Lump-Sum Payments for the Delayed Start of a Periodic Payment**, or other nonrecurring lump sum payments are not considered assets, HHA must consider any imputed returns from assets as income (provided total family assets exceed \$50,000) at the family's next regular recertification.

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. HHA will use the policy's current surrender value as the market value of the asset.

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

Trusts as Assets

There are two types of **Trusts**, *revocable* and *irrevocable*.

Irrevocable trusts—which include special needs trusts—are not under the control of any member of the family or household are not included as assets. HHA will also not include as income and amounts 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.

- Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in family assets. In this case, HHA will:
 - Exclude as income any distributions from the trust to the family;
 - Include imputed income from the assets if the family's total assets exceed \$50,000.
- Revocable trusts that are **not** under the control of the family are excluded from 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. For the revocable trust to be considered excluded from family assets, no family or household member may be the account's trustee.

ABLE Accounts

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.

HHA will 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.

Luxury Items and Other Non-Necessary Personal Property

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

In determining the value of non-necessary personal property where the market value cannot be readily quantified (such as through a financial statement), HHA will use the family's estimate of the value. HHA 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.

10.6.4 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the HHA will count the full value of the asset unless:

1. The asset is otherwise excluded;
2. The family can demonstrate that the asset is inaccessible to them, or
3. The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

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:

1. The income is specifically excluded;
2. The family demonstrates that they do not have access to the income from that asset; or
3. The family only has access to a portion of the income from that asset.

See also [Co-Owned Businesses](#) and [Assets Owned by a Business Entity](#) in this chapter.

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.

10.6.5 Assets Disposed of for Less than Fair Market Value

HHA will include the value of any business or family assets disposed of by a family 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 recertification, as applicable, in excess of the consideration received for the asset. However, HHA 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;
- If they are disposed of as part of a separation or divorce settlement and the family receives important consideration not measurable in dollar terms; and/or
- When the disposition is the result of a foreclosure or bankruptcy sale.

See also [Assets Owned by a Business Entity](#) in this chapter.

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.

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.

10.6.6 Exclusions from Assets

The following are excluded from the calculation of net family assets:

1. 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;
2. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986,

3. The value of any qualified tuition program under section 529 of such Code,
4. The value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code,
5. Interests in Indian trust land;
6. Equity in a manufactured home where the family receives assistance under 24 CFR 982;
7. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
8. Family Self-Sufficiency Accounts;
9. The full amount of assets held in an irrevocable trust; and
10. 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.

And, upon implementation of HOTMA:

Note: the following bullets are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

11. The value of necessary items of personal property;
12. 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);
13. 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;
14. The value of any *baby bond* account created, authorized, or funded by Federal, State, or local government.
15. 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; and
16. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

10.7 ADJUSTED INCOME

Adjusted income is calculated by subtracting allowable deductions and allowances from annual income.

MTW Policy

MTW Waiver: Elimination of Deductions

Approval Date: FY 2022

Applicable to: Treatment Group

Description: For families in the Treatment group, there are no deductions for the following:

- Dependents; or
- Child Care Expenses. However, a family in the Treatment group may request a hardship for child care expenses.

10.7.1 Dependent Deduction

An allowance is deducted from annual income for each dependent, which is defined as any family member other than the head, spouse, or co-head who is:

- Under the age of 18,
- 18 or older and is a person with disabilities, or
- 18 or older and a full-time student.

Foster children, foster adults, and live-in aides are never considered dependents.

The amount of the deduction is currently \$480. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be adjusted annually by HUD, rounded to the next lowest multiple of \$25.

MTW Policy

MTW Waiver: 1.r. – Elimination of Deductions

Approval Date: FY 2022

Applicable to: Treatment Group

Description: There is no dependent deduction for families in the Treatment group.

10.7.2 Elderly or Disabled Family Deduction

A single deduction is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older. A disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities.

The amount of the deduction is currently \$480. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to \$525 and will be adjusted annually by HUD, rounded to the next lowest multiple of \$25.

10.7.3 Health and Medical Care Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed the HUD-established percent of annual income threshold.

The threshold is currently set at 3 percent of annual income. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to 10 percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Medical expenses include unreimbursed expenses for:

- Any costs incurred in the diagnosis, cure, mitigation, treatment or prevention of disease;
- Payment for treatments affecting any structure of function of the body; and
- Medical insurance and long-term care premiums that are paid or are anticipated to be paid for the applicable period.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD does not permit HHA to specifically align their policies with IRS Publication 502 for determining which expenses are included in HUD's mandatory deduction for health and medical care expenses. HHA must review each expense to determine whether it is eligible in accordance with HUD's definition of *health and medical care expenses*.

To be considered by HHA for the purpose of determining a deduction from income, the expenses claimed must be unreimbursed and verified as allowable and for the benefit of a family member.

When expenses anticipated by a family could be defined as either a health and medical care or disability assistance expenses, HHA 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.

See [Health and Medical Care Expense and/or Disability Assistance Expense Hardship](#) in the chapter on [HARDSHIPS](#) for information about hardship exemptions.

10.7.4 Disability Assistance Expenses Deduction

Reasonable, unreimbursed expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

- Are necessary to enable a family member 18 years or older to work;
- Are not paid to a family member or reimbursed by an outside source;
- In combination with any medical expenses, exceed the HUD-established percent of annual income threshold; and
- 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.

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.

The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family member enabled to work as a result of the disability assistance expenses. In evaluating the family's request, HHA 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 HHA 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.

Eligible Auxiliary Apparatus

Auxiliary apparatus items to allow an adult family member to work 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

The family determines the type of attendant care that is appropriate for the person with disabilities. 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.

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, HHA 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.

Disability Expense Payments to Family Members

No disability expenses may be deducted for payments to a member of a client family. 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 an adult 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.

See [Health and Medical Care Expense and/or Disability Assistance Expense Hardship](#) in the chapter on [HARDSHIPS](#) for information about hardship exemptions.

10.7.5 Child Care Expense Deduction

A family may receive a deduction of amounts to be paid by the family for the care of children in the household (including foster children) under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed or to further his/her education (which may include looking for work).

Amounts deducted must be unreimbursed expenses. The deduction will include the total unreimbursed childcare expense; however, the amount deducted may not exceed:

- The amount of income earned by the family member released to work; or
- An amount determined to be reasonable by HHA when the expense is incurred to permit education.

Eligible and Ineligible Child Care Expenses

The type of care to be provided is determined by the assisted family. Allowable expenses may also include those incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) and/or payments for child care to relatives who do not live in the unit. HHA will 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

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;
- For school-age children, costs attributable to public or private school activities during standard school hours;
- The costs of general housekeeping and personal services; and/or
- Expenses paid to a family member who lives in the family's unit.

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, HHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. 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.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time, and for those furthering their education include reasonable study time.

See [Child Care Expense Hardship](#) in the chapter on [HARDSHIPS](#) for information about hardship exemptions related to child care.

MTW Policy

MTW Waiver: Elimination of Deductions

Approval Date: FY2022

Applicable to: Treatment Group

Description: Child care expense deductions apply, only as a hardship, for families in the Treatment group. See [Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction](#) and [Child Care Expense Hardship](#) in the **Treatment Group Only** section of the chapter on **HARDSHIPS**.

10.7.6 Guaranteed Income Deduction

HHA has established a permissive deduction for payments received by families participating in guaranteed income programs (such as the Harris County UpLift Program, a guaranteed income pilot program that allows participating households to receive direct cash payments monthly for up to 18 months).

The deduction will be equal to the amount received by the family under the program, such that it offsets the payments received by the family.

This policy will apply to all assisted households, including households in the Moving To Work (MTW) treatment, control, and excluded groups, as well as non-MTW households.

CHAPTER 11: UTILITIES

11.1 OVERVIEW

HHA has established allowances for HHA-furnished utilities for all check metered utilities and for resident-purchased utilities. HHA has also established fees for excess consumption of HHA-furnished utilities. HHA maintains a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record is available, upon request, for inspection by residents.

11.2 UTILITIES

Utilities may include costs for items such as gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, where HHA does not furnish a range and refrigerator, the family will be granted a utility allowance for the range and refrigerator they provide.

11.3 UTILITY ALLOWANCE REVISIONS

HHA, on an annual basis, reviews the basis on which the utility allowances have been established and revises the allowances if necessary in order to adhere to the standards for revising utility allowances under the regulations.

Between annual reviews of utility allowances, HHA will only revise its utility allowances due to a rate change, when required to by the regulation.

HHA will revise its utility allowances 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 will be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

11.4 RESIDENT-PAID UTILITIES

All families with resident-paid utilities are required to set up utility accounts in the name of an adult family member (see [Utilities](#) in the [LEASING](#) chapter) and are responsible for the cost of all applicable utilities.

11.5 EXCESS UTILITY CHARGES

In buildings that are check-metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by HHA. Check meters are read by HHA and each tenant is charged for consumption in excess of the utility allowance.

In buildings where HHA supplies all utilities, HHA may make excess utility charges for the use of certain resident-supplied appliances. Examples include:

1. Second refrigerator;
2. Air conditioner;
3. Freezer.

When applicable, families will be charged for excess utility usage according to HHA's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 15 calendar days after billing. If the family requests a grievance hearing within the required timeframe, HHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

HHA may grant requests for relief from surcharges from excess utility consumption of HHA-furnished utilities as a reasonable accommodation where HHA deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, HHA will consider special factors affecting utility usage that are not within the control of the resident, such as the need for medical equipment. Residents may request relief in accordance with [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#).

Notice of the availability of procedures for requesting relief (including the HHA representative with whom initial contact may be made by the resident) and HHA's criteria for granting requests, will be included in each notice to residents of changes in utility allowances or surcharges as well as to new residents as part of the lease orientation.

11.6 NOTICE REQUIREMENTS

HHA provides notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice is given in the manner provided and will:

Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

1. 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.
2. Notify residents of the place where HHA's documentation on which allowances and surcharges are based is available for inspection.
3. 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.

11.7 REASONABLE ACCOMMODATION

On request and verification of need from a family that includes a disabled or elderly person, HHA will 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.

Likewise, residents with disabilities will not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability. See [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#).

CHAPTER 12: RENT

12.1 OVERVIEW

Under MTW, rent is determined by whether a family is in the Treatment, Control, or Excluded Group.

12.2 CONTROL AND EXCLUDED GROUPS

Tenant rent for the Control and Excluded groups is largely determined based on public housing program regulations. This section describes the tenant rent for families in the Control and Excluded groups.

12.2.1 Total Tenant Payment (TTP)

TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income,
- 10 percent of the family's monthly gross income,
- The **Minimum Rent** established by HHA.

12.2.2 TTP for Mixed Families

A *mixed household* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible household members. HHA will prorate the assistance provided to a mixed household. HHA will first determine assistance as if all household members were eligible and then prorate the assistance according to the regulatory requirement at 24 CFR 5.520.

12.2.3 Tenant Rent

If the family is occupying an apartment that has **tenant-paid utilities**, the tenant rent is the TTP minus the utility allowance. If the tenant rent is a negative number, the family receives a **Utility Reimbursement**.

In units where **HHA pays all utility bills** directly to the utility supplier, tenant rent equals the family's TTP.

12.2.4 Utility Reimbursement

For families with tenant-paid utilities, when the utility allowance exceeds the TTP, the family is due a utility reimbursement. HHA will make utility reimbursements to the family.

12.2.5 Rent for Over-Income Families

See **Alternative Rent for NPHOI Families** for families who exceed the over-income limit as described in the **OVER-INCOME FAMILIES** section.

12.2.6 Non-Tiered Flat Rents – Excluded Group Only

Choice of Rent

At admission and each regular recertification, families in the Excluded group only will be given the choice to pay:

- Income-based rent, or
- The HHA-determined, non-tiered flat rent.

HHA will provide sufficient information to families to make an informed choice, including the policy on changing from non-tiered 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 non-tiered flat rent for the previous year, HHA 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. Policies related to reexamination of families paying non-tiered flat rent are contained in the chapter on [REEXAMINATIONS AND CONTINUED OCCUPANCY](#).

Establishing Non-Tiered Flat Rents

HHA will set the non-tiered flat rent amount at no less than 80 percent of the applicable HUD Small Area Fair Market Rent (SAFMR) adjusted, if necessary, to account for reasonable utility costs.

Annual Update of Non-Tiered Flat Rents

No later than 90 days after HUD publishes new annual SAFMRs, HHA will implement new non-tiered flat rents as necessary based on changes to the SAFMR or request an exception.

Posting of Non-Tiered Flat Rents

HHA will publicly post the schedule of non-tiered flat rents in HHA's central office and in each of the development management offices.

Documentation of Non-Tiered Flat Rents

HHA will maintain records that document the method used to determine flat rents, and that show how flat rents were determined by HHA in accordance with the method in this ACOP.

Changing from Non-Tiered Flat Rent to Income-Based Rent Due to Hardship

A family can opt to change from flat rent to income-based rent if they are unable to pay the flat rent due to financial hardship. All hardship situations will be verified.

Upon determination by HHA that a financial hardship exists, HHA will allow a family to change from flat rent to income-based rent effective the first of the month following the family's approved request. See [Non-Tiered Flat Rent Hardship](#).

If a family changes from flat rent to an income-based rent due to a financial hardship, the family will not be offered the option to change back to flat rent until the next regular reexamination.

Reasons for financial hardship include:

1. 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;
2. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar; or

3. Such other situations determined by HHA as appropriate.

12.3 TREATMENT GROUP

Tenant rent for the Treatment Group is based on a HUD-approved Tiered Flat Rent model.

12.3.1 Total Tenant Payment (TTP)

For the Treatment Group, TTP is determined differently, based on whether the family is a new admission or existing participant.

- For **new admissions**, the tiered rent policy is based on **current gross income** with no deductions or allowances and establishes a single TTP for each \$2,000 income tier.
- For **existing participants**, HHA's tiered rent policy is based on **retrospective gross household income** with no deductions or allowances (except where hardship applies).

Except for the two lowest income tiers which reflect the minimum rent, for both new admissions and existing participants, TTP is set at 28% of the bottom of the tier. Tiered rents are capped at the flat rent. See [APPENDIX E: TIERED RENT TABLE](#).

Under the tiered rent model, interim recertifications are not completed. However, under certain circumstances, households may request a hardship TTP/rent (see [HARDSHIP POLICIES](#)). Income increases between regular recertifications will not result in rent increases.

12.3.2 Tenant Rent

If the family is occupying an apartment that has **tenant-paid utilities**, the tenant rent is the TTP minus the utility allowance. If the tenant rent is a negative number, the family receives a [Utility Reimbursement](#).

In units where **HHA pays all utility bills** directly to the utility supplier, tenant rent equals the family's TTP.

12.3.3 Utility Reimbursement

When the family's utility allowance exceeds the TTP, the family is due a utility reimbursement. HHA will make utility reimbursements to the family.

12.3.4 Rent for Over-Income Families

See [Alternative Rent for NPHOI Families](#) for families who exceed the over-income limit as described in the [OVER-INCOME FAMILIES](#) section.

12.4 MINIMUM RENT

HHA has established a minimum rent of \$50 per month for families in all groups. See [Minimum Rent Hardship](#) for when a family cannot pay the minimum rent because of a hardship.

CHAPTER 13: HARDSHIPS

HHA has developed conditions-based hardship policies as described below to address and mitigate financial hardships which may occur at enrollment or at any time during the tenancy or program participation. In cases involving hardship, HHA will work with families to connect them to economic self-sufficiency programs to address the conditions which have caused applicable hardships. HHA’s general hardship policies are outlined below:

1. HHA will review its hardship policies with families during its intake and recertification process and will consider if a household qualifies for a hardship exemption at the time of a potential termination of assistance that is due to an MTW activity.
2. There is no limit to the number of hardships that a household may receive.
3. If a household is approved for a hardship, and subsequently experiences another adverse event while still in hardship status, they may request an additional hardship that might further reduce their TTP.
4. If a household is approved for a hardship, they are not required to report subsequent income increases during the period of their approved hardship.
5. If a household is approved for a temporary hardship, when that hardship is scheduled to expire the household will be notified and may request an extension. When a hardship expires, the household will return to paying the tiered rent assigned according to their prior/retrospective gross income at their last triennial income examination.
6. If the head of household, spouse, or co-head of household becomes elderly or disabled, the household is eligible to be excluded from the tiered rent and return to the traditional income-based rent policy.
7. This hardship policy presents eligibility criteria and remedies for different types of hardships. The different types of hardships below are not mutually exclusive. If a household’s circumstances correspond to more than one type of hardship, they will receive the hardship most beneficial to them.

The table below identifies HHA’s hardship policies by topic and applicable group.

Hardship Policy Applicability Table

Group(s)	Applicable Hardship Policies
All Groups: Treatment, Control, and Excluded	<ul style="list-style-type: none"> • Alternative Verification Hierarchy • Minimum Rent Hardship
Control and Excluded Groups Only	<ul style="list-style-type: none"> • Health and Medical Care Expense and/or Disability Expense Hardship • Child Care Expense Hardship
Treatment Group Only	<ul style="list-style-type: none"> • Hardship at Enrollment: Decrease in Income • Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction

Group(s)	Applicable Hardship Policies
	<ul style="list-style-type: none"> • Reduction in Income Hardship • Child Care Expense Hardship • Full-Time Student Hardship • Other Hardship
Excluded Group Only	<ul style="list-style-type: none"> • Flat Rent Hardship

13.1 HARDSHIP PROCESS

All households who request a hardship will be subject to the hardship process outlined below.

1. When a household makes a written request for a hardship exemption, HHA will suspend the MTW or applicable activity on the first day of the next month after the hardship request is received.
2. HHA will approve a provisional hardship TTP beginning the first day of the next month after the receipt of a valid hardship request indicating qualifying circumstances.
3. The provisional hardship TTP will be based on the tier corresponding to the household's current gross income, reported by the household in their hardship request.
4. The household will be required to provide the required documentation within 15 calendar days to enable HHA to verify the hardship.
5. HHA will decide whether to grant the hardship timely. If the hardship request is denied, the household may be required to enter into a repayment agreement.
6. If the household is not eligible for the requested hardship (see above table), the request will be administratively closed without right to appeal.
7. HHA will retain records of all MTW hardship requests received and the results of these requests and supply them at HUD's request. HHA will retain this information for the duration of the Agency's participation in the MTW demonstration program and make such information available for public review and inspection at HHA's principal office during normal business hours.
8. If a financial hardship request is denied, HHA will provide the household with an opportunity to request a grievance hearing for a second level review of the denied hardship request. Such request must be made within 15 calendar days from the date on the denial.
9. Except where stated, generally, approved hardship rents related to MTW will remain in place for a 12-month period at which time the household must reapply for hardship. If the household does not reapply or is not approved for a continued hardship, the rent will revert back to the pre-hardship tiered rent. Where a hardship request is granted and the triennial recertification occurs prior to the end of the 12-month hardship period, the hardship will automatically end at the triennial recertification. The household may reapply for hardship at the triennial recertification.

13.2 ALL GROUPS: TREATMENT, CONTROL, AND EXCLUDED

13.2.1 Alternative Verification Hierarchy Hardship

If a household does not agree with an income and rent determination which may be predicated upon the use of third-party documents and tenant declarations outside of the HUD standard verification hierarchy, the household may request an informal hearing as a second level of review of HHA's determinations. HHA will follow its existing policies upon receipt of the household's request for an informal hearing.

The Alternative Verification Hierarchy Hardship policy applies to families in the Treatment, Control, and Excluded groups.

13.2.2 Minimum Rent Hardship

HHA may grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of a financial hardship.

The minimum rent hardship policy applies to the families in the Treatment, Excluded, and Control groups who are required to pay the minimum rent. If a household's TTP is higher than the minimum rent, the household is not eligible for a minimum rent hardship exemption.

Defined Financial Hardships

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.
 - a. 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.
 - b. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following:
 - i. Implementation of assistance, if approved, or
 - ii. 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. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent 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. 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).

Determination of Financial Hardship from Minimum Rent

When a family requests a financial hardship exemption, HHA will suspend the minimum rent requirement beginning the first of the month following the family's request. HHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

HHA 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 will be required to pay the higher of:

- 30% of their monthly adjusted income, or
- 10% of their monthly gross income.

No Financial Hardship

If HHA determines there is no financial hardship, HHA will reinstate the minimum rent and require the family to repay the amounts suspended within 30 calendar days of HHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If HHA determines that a qualifying financial hardship is temporary, HHA will 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 HHA the amounts suspended. HHA will offer a reasonable repayment agreement, on terms and conditions established by HHA. HHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

HHA will enter into a repayment agreement in accordance with the policies in this plan.

Long-Term Hardship

If HHA determines that the financial hardship is long-term, HHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship is deemed to be discontinued when the family's TTP is greater than the minimum rent.

Families on approved hardships from minimum rent are required to report all increases in income and/or decreases in unreimbursed expenses, where applicable, within 15 calendar days from the date of occurrence.

13.3 CONTROL AND EXCLUDED GROUPS ONLY

13.3.1 Health and Medical Care Expense and/or Disability Assistance Expense Hardship

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Families in the Control and Excluded groups may request hardships related to health and medical care expenses and/or disability assistance expenses. There are two categories of hardship for this: the first category is for households receiving a medical expense deduction upon implementation of HOTMA and subject to applicable HUD guidance; the second category is for qualifying hardships that would not otherwise trigger a reexamination.

Request:

- The first category hardship in this section will be applied automatically to each household receiving a medical and/or disability expense deduction as of the most recent income review upon implementation of HOTMA and where that deduction exceeds 5 percent of the family's annual income. No request for the hardship is required.
- Hardship requests must be made in writing for the second category in this section.

Eligibility:

- **First Category.** This category applies to families receiving a medical and/or disability assistance expense deduction upon implementation of HOTMA and subject to applicable HUD guidance. This is a transitional category that will phase out.
- **Second Category.** A family may qualify for the second category of hardship exemption for health and medical care expenses and/or disability assistance expenses at any time if they can demonstrate that the family's applicable health and medical care expenses or reasonable attendant care or auxiliary apparatus expenses increase or the family's financial hardship is a result of a change in circumstances (as defined by HHA) that would not otherwise trigger an interim reexamination. This relief may be given to a family regardless of whether they received (or are currently receiving) relief under the first hardship category.

Remedy

- **First Category.** For families that are eligible for this category, the following phased-in relief may be offered if the hardship is granted:
 - For the first year, a deduction of eligible expenses that exceed 5 percent of the family's annual income;
 - For the second year, a deduction of the eligible expenses that exceed 7.5 percent of the family's annual income; and
 - For the third year, a deduction of the eligible expenses that exceed 10 percent of the family's annual income, unless the family qualifies for a new exemption under the second hardship category.

- **Second Category.** If approved for the hardship, under this category, the family will receive a deduction of eligible expenses that exceed 5 percent of the family's annual income until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. HHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

Time Frame:

- **First Category.** The hardship will remain in place for two consecutive years, unless the family receives a hardship exemption under the second category; if the family receives a hardship under the second category, they may no longer receive relief (i.e., it will stop) under the first category. This category is only for households receiving a medical expense deduction upon implementation of HOTMA; a family may only receive this hardship at their first regular or interim recertification (whichever occurs first) upon or after implementation of HOTMA and subject to applicable HUD guidance, and may not receive a second hardship under this category.
- **Second Category.** This hardship will remain until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. HHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

Applicability:

- This hardship is applicable to families in the Excluded group only.

Example:

- **First Category:**
 - Elderly/disabled family has a gross income of \$30,000.
 - 3% of this is \$900
 - 10% of this is \$3,000
 - Upon implementation of HOTMA, the family's medical expenses total \$2,500.
 - Under the 3% threshold, their medical expense deduction is \$1,600 (\$2,500 minus \$900);
 - Under the 10% threshold, their medical expense deduction is \$0, since the total expenses are less than the threshold amount of \$3,000.
 - If the family is eligible for the hardship:
 - For the first year, their medical expenses will be calculated with a 5% threshold ($\$30,000 \times 0.05 = \$1,500$), so their health and medical care expense deduction will be \$1,000 (\$2,500 minus \$1,500);
 - For the second year (assuming the family's gross income and medical expenses do not change), their medical expenses will be calculated with a 7.5% threshold ($\$30,000 \times 0.075 = \$2,250$), so their health and medical

care expense deduction will be \$250 (\$2,500 minus \$2,250).

- At the third year, the 10% threshold will be applied to their health and medical care expenses.

13.3.2 Child Care Expense Hardship

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

When a family in the Control or Excluded group demonstrates to HHA's satisfaction that they are unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering their education (including looking for work), HHA will grant a hardship to allow the child care expense to continue for a limited time. For this purposes of this hardship, HHA will define a family's inability to pay their rent where their total unreimbursed child care expenses is at least \$2,000/year.

Request:

- A hardship due to an inability to pay rent as a result of the loss of child care deductions must be requested, in writing, by the household.

Eligibility:

- In order to receive the hardship, the family must demonstrate to HHA's satisfaction that they are unable to pay their rent because of the loss of the child care expense deduction and the child care expense is still necessary even though the family member is no longer employed or furthering their education.

Remedy:

- Relief for an approved hardship exemption includes a continuation of the child care deduction for a period of up to 90 days. HHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

Time Frame:

- The hardship will last up to 90 days. HHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

Applicability:

- This hardship is applicable to families in the Excluded and Control groups.

Example:

An adult family member had child care expenses for employment, but lost their job. The family wishes to keep child in care while the adult looks for work. HHA receives verification showing the total child care expenses for qualifying child(ren) exceed \$2,000/year.

13.4 TREATMENT GROUP ONLY

13.4.1 Hardship at Enrollment: Decrease in Income

For households in the Treatment group already receiving assistance, HHA conducts an income examination at the time of enrollment in the tiered rent treatment group. HHA will compare the household's current/anticipated gross income with their prior /retrospective gross income. If the household's current/anticipated gross income puts them in a lower income tier than their prior/retrospective gross income, HHA will automatically determine whether the household is eligible for a hardship exemption.

Request:

- Hardship requests do not need to be made at enrollment. HHA will automatically determine if a hardship, due to a decrease in income exists.

Eligibility:

- A household will be eligible for this hardship exemption if the household's current/anticipated gross income puts them in a lower income tier than their prior/retrospective gross income.

Remedy:

- If a hardship exists, the hardship TTP will be the TTP in the income tier for the current/anticipated gross income.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Hardship at Enrollment: Decrease in Income applies to families in the Treatment group.

Example:

- Prior Year Retrospective Gross Income: \$25,000
 - Tiered Rent TTP based on prior/retrospective gross income: \$560
- Current/Anticipated Gross Income: \$18,000
 - Tiered Rent TTP based on current/anticipated gross income: \$420
 - Household is eligible for hardship since the tiered rent TTP using current/anticipated gross income is at least one tier lower than the tiered rent TTP using the prior/retrospective gross income.
 - Hardship TTP: \$420

13.4.2 Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction

Some families in the Treatment group may face a hardship due to the tiered rent policy's reliance on gross income (with no deductions) instead of adjusted income. The child care deduction requires special attention because child care can be very expensive and because paid child care is often essential for enabling parents to work.

For households already receiving assistance, HHA conducts an income examination at the time of enrollment into the tiered rent treatment group. Where a household's total unreimbursed child care expenses is at least \$2,000/year, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income.

Request:

- Hardship requests do not need to be made at enrollment. HHA will automatically determine if a hardship, due to an increase in TTP as a result of the loss of child care deductions, exists.

Eligibility:

- A household will be eligible for this hardship exemption if the household's total unreimbursed child care expenses are at least \$2,000/year.

Remedy:

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated adjusted annual income, taking into account the full allowable child care expense deduction.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP. For continued child care hardship eligibility, during the 12-month hardship period, the household must apply for child care assistance provided by local private/public partners. In the event child care assistance is denied for reasons beyond failure to apply or lack of participation and the household remains eligible to deduct child care expenses, HHA will extend the hardship for an additional 12-month period. Written evidence of the household application and related written response is required for HHA to make a determination on extending the child care hardship.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction applies to families in the Treatment group.

Example:

- Prior/Retrospective Gross Income: \$30,000
- TTP using Prior/Retrospective Gross Income: \$700
- Child care expenses: \$9,500
- Current/anticipated gross income: \$35,000
- Current/anticipated adjusted income: $\$35,000 - \$9,500 = \$25,500/\text{year}$
- Child care expense deduction of \$9,500 exceeds the threshold of \$2,000/year
- Household qualifies for the child care hardship
- Hardship TTP for the current/anticipated adjusted income is: \$560

13.4.3 Reduction in Income Hardship

To qualify for a hardship rent, a household's current/anticipated income must result in a tiered rent TTP which is at least one income tier lower from the pre-hardship tiered rent TTP.

Request:

- A hardship due to a decrease in income must be requested, in writing, by the household.

Eligibility:

- A household will be eligible for this hardship exemption if the household's current/anticipated income results in a tiered rent TTP which is at least one income tier lower than the pre-hardship tiered rent TTP.

Remedy:

- If a hardship exists, the hardship TTP will be the TTP in the income tier for the current/anticipated gross income.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Reduction in Income Hardship Rent applies to families in the Treatment group.

Example:

- Prior/retrospective gross income: \$23,990
- Tiered Rent TTP based on prior/retrospective gross income: \$513
- Current/Anticipated Gross Income: \$22,005

- Tiered Rent TTP based on current/anticipated gross income: \$513
- Household is not eligible for hardship since the tiered rent TTP using current/anticipated gross income is in the same tier at the tiered rent TTP using the prior/retrospective gross income.
- There is no hardship.

13.4.4 Child Care Expense Hardship

For families in the Treatment group, HHA will grant a child care expense hardship rent to households with verified, unreimbursed child care expenses. Where a household's total unreimbursed child care expenses are \$2,000 or more, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income. Regulatory caps on child care expenses will apply, i.e., cannot be more than the income earned and must be reasonable.

Request:

- A hardship due to an increase in TTP as a result of the loss of child care deductions must be requested, in writing, by the household.

Eligibility:

- A household will be eligible for this hardship exemption if the household's total unreimbursed child care expenses are at least \$2,000/year.

Remedy:

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated adjusted annual income, taking into account the full allowable child care expense deduction.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP. For continued child care hardship eligibility, during the 12-month hardship period, the household must apply for child care assistance provided by local private/public partners. In the event child care assistance is denied for reasons beyond failure to apply or lack of participation and the household remains eligible to deduct child care expenses, HHA will extend the hardship for an additional 12-month period. Written evidence of the household application and related written response is required for HHA to make a determination on extending the child care hardship.

If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Child Care Expense Hardship applies to families in the Treatment group.

Example:

- Prior/Retrospective Gross Income: \$30,000
- TTP using Prior/Retrospective Gross Income: \$700
- Child care expenses: \$2,000
- Current/anticipated gross income: \$30,000
- Current/anticipated adjusted income: $\$30,000 - \$2,000 = \$28,000/\text{year}$
- Child care expense deduction of \$2,000 meets the threshold of \$2,000/year
- Household qualifies for the child care hardship
- Hardship TTP for the current/anticipated adjusted income is: \$653

13.4.5 Full-Time Student Hardship

HHA will grant a full-time student status hardship rent, to a household in the Treatment group, if a family member, other than the head of household, co-head or spouse, has earned income and, subsequent to enrollment, becomes a full-time student and would experience a decrease in income as a result of the full-time student income exclusion. Upon verification of full-time student status, HHA will allow the entire exclusion of full-time student earned income and apply the tiered rent which is consistent with the household's current/anticipated income.

Request:

- A hardship due to full-time student status, must be requested, in writing, by the household.

Eligibility:

- A household will be eligible for this hardship exemption if the household's TTP is reduced by at least one income band as a result of the removal of the full-time student's earned income.

Remedy:

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated gross annual income, taking into account the full-time student income exclusion.

Time Frame:

- The hardship will remain in place for a 12-month period after which the family must reapply for the hardship and provide verification of full-time student status.
- If the family does not reapply and provide verification of full-time student status, the tiered rent TTP will revert to the pre-hardship tiered rent TTP.

Applicability:

- The Full-Time Student Hardship applies to families in the Treatment group.

Example:

- Prior/Retrospective gross Income: \$27,000
 - Tiered Rent TTP based on the prior/retrospective gross income: = \$607
- At Hardship Request:
 - Current/anticipated gross Income: \$27,000
 - FT Student Earned Income: \$8,000
 - Current/anticipated gross income: \$19,000
 - Hardship TTP: \$420

13.4.6 Other Hardship

A household in the Treatment group may request a hardship exemption for other circumstances not outlined above, such as the death of a family member, a significant increase in reasonable and necessary out-of-pocket expenses because of changed circumstances (for example, a large medical bill), or if the household is facing eviction due to inability to pay the rent. HHA will consider these requests on a case-by-case basis and decisions will be made by the Department Director level or above.

Eligibility:

- The Department Head or their designee will determine that circumstances beyond the household's control make it difficult for the household to pay the tiered rent TTP, and a temporary rent reprieve is necessary.

Remedy:

- HHA will review the household's current/anticipated income and determine whether to set the TTP at a lower income tier or apply the \$50 minimum rent based on the individual hardship.

Time Frame:

- The duration of the hardship rent will be determined on a case-by-case basis which will reflect the anticipated duration of the presented hardship.

13.5 EXCLUDED GROUP ONLY

13.5.1 Non-Tiered Flat Rent Hardship

1. If a resident in the Excluded group who opted for non-tiered flat rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 calendar days, Management will reduce rent to the income-based rent based on verified income information.
3. The resident must pay the income-based rent until the next regular reexamination.

CHAPTER 14: OVER-INCOME FAMILIES

The over-income limit supersedes the Tiered Rent rules.

An *over-income family* is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated 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. The over-income rule applies to all public housing program families, including families in the FSS program and families receiving the Earned Income Disallowance. See [APPENDIX F: OVER-INCOME LIMITS FOR 2025](#) , but note that these limits will change each year.

If the family's income has exceeded the over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—HHA will not terminate the family's tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the applicable continued occupancy policies in this ACOP.

If an over-income family experiences a decrease in income during the 24-month grace period—or upon HUD approval, the 36-month grace period—the family may request an interim redetermination of rent in accordance with HHA policy. 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. In such instances, HHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new 24-month grace period (or upon HUD approval, a new 36-month grace period).

14.1 NOTIFICATION REQUIREMENTS

14.1.1 First Notice

At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, HHA will document the family file and begin tracking the family's over-income status. At this time, HHA will notify the family in writing that:

1. They have been determined to be over-income;
2. If they continue to be over-income for 24 consecutive months (24-month grace period)—or upon HUD approval, 36 consecutive months (36-month grace period)—the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
3. They may request a hearing within a reasonable timeframe if they dispute the determination that they are over-income.

Over-income families will be placed on an annual reexamination frequency beginning with the first regular or interim recertification in which the family exceeds the over-income limit. If a family is determined to be over-income at an interim recertification, HHA will process an annual recertification for the family at that time, and reset the family's reexamination date to be effective 12 months from the effective date of that transaction.

14.1.2 Second Notice

If the family's annual income continues to exceed the applicable over-income limit for 12 consecutive months, HHA will notify the family, in writing, that:

1. Their income continues to exceed the over-income limit;
2. If their income exceeds the over-income limit for an additional 12 months—or upon HUD approval, an additional 24 months—the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
3. They may request a hearing if they dispute the determination that they are over-income.

14.1.3 Third Notice

Upon HUD approval, if the family's annual income continues to exceed the applicable over-income limit for 24 consecutive months, HHA will notify the family, in writing, that:

1. Their income continues to exceed the over-income limit;
2. If their income exceeds the over-income limit for an additional 12 months, the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
3. They may request a hearing if they dispute the determination that they are over-income.

14.1.4 Final Notice

If HHA determines that the family's income has exceeded the applicable over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—HHA will notify the family in writing of this determination.

The notice will inform the family that they have exceeded the over-income limit for 24 consecutive months—or upon HUD approval, 36 months—and that HHA will charge the family the alternative non-public housing rent at the next lease renewal or in no more than 60 days after the date the final notice, whichever is sooner.

An over-income family will continue to be a public housing program participant until their tenancy is terminated or the family executes a new non-public housing lease. In the period prior to termination or execution of the new lease, the family's rent will be their choice of income-based, flat rent, or prorated rent for mixed families. However, the family cannot be reinstated to the public housing program after the final notice is sent.

14.2 NON-PUBLIC HOUSING OVER-INCOME FAMILIES

Families that execute a non-public housing lease will be considered Non-Public Housing Over-Income (NPHOI) families. As a result:

1. HHA may not conduct an annual or interim recertification for the family;
2. The family must pay the alternate rent for NPHOI families;
3. They are no longer given a choice between income-based or flat rent, nor can their rent be prorated.

4. The family is no longer subject to the community service requirement;
5. The family cannot participate in any programs only for public housing or low-income families, such as a resident association or the Family Self-Sufficiency program;
6. The family cannot receive a utility allowance;
7. The family cannot be reinstated to the public housing program; and
8. The family will not be allowed to file any grievance.

The specific provisions which guide the occupancy of public housing units by NPHOI families can be found in the NPHOI lease.

If an NPHOI family experiences a decrease in income after their designation as an NPHOI family and they wish to return to public housing, the family cannot be reinstated to the public housing program.

- The family must apply to the public housing program if the waiting list is open.
- When the family is pulled from the waiting list, they are subject to all new admission requirements at that time and must be redetermined as eligible by HHA prior to gaining status as a public housing family.
- Upon determination of eligibility, the family will need to sign a new public housing lease.

HHA may adopt a waiting list preference for NPHOI families (applies only to families who do not vacate the unit). See the [Local Preferences](#) section of this document for more information on the NPHOI preference on the public housing waiting list.

14.3 OVER-INCOME REPORTING REQUIREMENT

HHA must report to HUD each year the number of over-income families living in public housing and the number of families on its waiting list. This report will specify as of the end of the calendar year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects.

- The number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the 24-month grace period (or upon HUD approval, the 36-month grace period), those that are in the period before termination, those that are NPHOI families paying the alternative rent, and any other information regarding over-income families requested by HUD.
- Beginning January 1, 2024, HHA will report annually on the number of families on waiting lists for admission to public housing. Waiting list data will include all public housing waiting lists with duplicates removed and will be current as of December 31 of the previous calendar year.

These reports will be publicly available.

14.4 LEASING AND NON-PUBLIC HOUSING OVER-INCOME FAMILIES

If an over-income family elects to remain in a public housing unit paying the alternative non-public housing rent, HHA and each over-income family must enter into a Non-Public Housing Over-

Income (NPHOI) lease effective no later than 60 days after the applicable over-income notice provided or at the next lease renewal, whichever is sooner.

An over-income family that declines to pay the alternative rent or enter into a NPHOI lease will continue to be a public housing program participant in the period before termination. Such termination will become effective no more than six months after the end of the 24-month grace period (or upon HUD approval, the 36-month grace period).

HHA may permit the family to execute a new lease after the deadline, but before termination of the tenancy, if the over-income family pays HHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice or the date that would have been the next public housing lease renewal.

Once the new lease is executed, an NPHOI family may only be readmitted into the public housing program if they reapply to the public housing program and their eligibility is redetermined in accordance with this ACOP.

Additional information about lease requirements and security deposits can be found in the Leasing section under [NPHOI Lease Requirements](#).

14.5 ALTERNATIVE RENT FOR NPHOI FAMILIES

The alternative rent for a Non-Public Housing Over-Income (NPHOI) family will be the higher of the:

- Applicable fair market rent (FMR) for the unit size occupied by the family; or
- Amount of monthly subsidy provided for the unit which HUD will publish each year by December 31.

The amount of the monthly subsidy will be determined by adding the per unit assistance provided to the housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

NPHOI families are not entitled to a utility allowance and will not have the option of an income based or flat rent. Mixed families who are NPHOI pay the alternative rent; however there is no proration of the rent.

CHAPTER 15: REEXAMINATIONS AND CONTINUED OCCUPANCY

15.1 INTRODUCTION

HHA periodically reexamines each family's income and composition and adjusts the family's level of assistance accordingly. Interim reexaminations may also be needed in certain situations. This chapter discusses regular and interim reexaminations and the recalculation of family share and subsidy that occurs as a result.

15.2 REQUIREMENTS FOR CONTINUED OCCUPANCY

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

1. Qualify as a family as defined in the **ELIGIBILITY** chapter;
2. Are in full compliance with the obligations and responsibilities described in the dwelling lease;
3. Are in full compliance with HHA's policy on **COMMUNITY SERVICE**;
4. Meet HUD standards on citizenship or immigration status or pay a prorated rent;
5. Upon implementation of HOTMA: comply with the **Asset Restrictions**;
6. Supply true and complete information that HHA or HUD determines to be necessary to determine continued eligibility;
7. Disclose and verify Social Security numbers and sign and submit consent forms for obtaining information or have certifications on file indicating that they are not eligible to receive a Social Security number;
8. Where all adults have signed all HUD- and HHA-required releases; and
9. If run by HHA, pass a criminal background check.

15.3 OVER-INCOME FAMILIES

At each regular and interim recertification, check to see whether the family is over income. If so, follow the policies and procedures in the **OVER-INCOME FAMILIES** chapter.

15.4 TIME FRAMES FOR REPORTING CHANGES REQUIRED BY FAMILY OBLIGATIONS

Unless otherwise noted below, when the family must respond to a request or notify HHA of a change, notifying HHA of the request or change within fifteen (15) calendar days is considered prompt notice.

When a family is required to provide notice to HHA, the notice must be in writing.

15.5 REGULAR REEXAMINATIONS

HHA will periodically conduct a reexamination of family income and composition. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent will be recalculated.

15.5.1 Frequency of Regular Reexaminations

The required frequency of a household's regular reexamination varies according to the program and household type. Generally the recertification frequency is as follows:

- Treatment Group: Triennial,
- Excluded Group: Triennial,
- Control Group: Annual.

MTW Policy

MTW Waiver: 3.a. – Alternative Reexamination Schedule for Households (PH)

Approval Date: FY 2022

Applicable to: MTW Treatment Group and MTW Excluded Group.

Description: This activity allows HHA to establish an alternative reexamination schedule wherein regular recertifications are conducted at least once every three years (triennial recertifications).

Phase-In for MTW Excluded Group: HHA will phase in the triennial recertification frequency over a three-year period for the excluded group. During the first year, one third of families in the excluded group will complete a recertification. During years two and three, one third of remaining families in the excluded group will complete a recertification so that all families will be on a triennial recertification frequency by the end of year three. Families will be selected randomly to determine their initial phase in year.

Annual Updates for Families on Non-Tiered Flat Rents

For families in the Excluded group only opting to pay a non-tiered flat rent (see [Non-Tiered Flat Rents – Excluded Group Only](#)), HHA will conduct a full reexamination of family income and composition once every three years. In the years in between regular recertifications, HHA will conduct annual updates to check for [Community Service Compliance](#), whether a [Change in Unit Size](#) is needed, and follow requirements under [Criminal Background Checks](#).

The annual update process is similar to the annual reexamination process, except that HHA does not collect information about the family's income and expenses, and the family's rent is not recalculated following an annual update. This process does not apply to [OVER-INCOME FAMILIES](#).

Generally, the family will be required to attend an interview for an annual update.

Notification of the annual update will be in accordance with the policy on [Notification of the Regular Reexamination and Annual Update Process](#).

15.5.2 Community Service Compliance

For all residents of public housing, whether those residents are paying income-based or flat rents, HHA conducts an annual review of community service requirement compliance (see **COMMUNITY SERVICE**).

15.5.3 Scheduling Reexaminations and Annual Updates

Generally, HHA will schedule regular reexaminations and annual updates to coincide with the family's anniversary date. HHA will begin the regular reexamination/annual update 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/update (for families with annual recertifications), 36 months from the effective date of the family's last annual reexamination/update (for families with triennial recertifications), or during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, HHA will perform a new annual reexamination and establish an anniversary date consistent with the new lease effective date.

HHA may also schedule a regular reexamination for completion prior to the anniversary date for administrative purposes.

15.5.4 Notification of the Regular Reexamination and Annual Update Process

Notification of regular reexaminations and annual updates will be delivered by hand, sent by email, or sent by first-class mail, and will contain information on documentation requirements and due dates.

15.5.5 Participation in the Regular Reexamination Process

Families generally are required to participate in a regular reexamination interview, which must be attended by all adult household members. If participation in an in-person interview poses a hardship because of a family member's disability, the family may contact HHA to request a reasonable accommodation.

If the family is unable to attend a scheduled interview, the family should contact HHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview, HHA will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without HHA approval, the family will be in violation of their lease and may be terminated.

An advocate, interpreter, or other assistant may assist the family in the interview process.

15.5.6 Conducting Regular Reexaminations

As part of the regular reexamination process, families are required to provide updated information to HHA regarding the family's income, expenses, and composition.

If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination.

15.5.7 Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. HHA may use the results of the regular reexamination or annual update (as applicable) to require the family to move to an appropriate size unit (see [TRANSFER POLICY](#)).

15.5.8 Criminal Background Checks

Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination/update process.

At the annual reexamination, HHA 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. HHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

15.5.9 Effective Dates for Regular Reexamination or Annual Update Rent Changes

Rent Increase

In general, an *increase* in the tenant rent that results from a regular reexamination will take effect on the household's anniversary date, and the household will be notified at least 30 days in advance. If less than 30 days remain before the scheduled reexamination effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

However, if the household causes a delay in processing the regular reexamination, increases in the tenant rent will be applied retroactively to the scheduled effective date of the reexamination. The household will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of HHA. When a household causes a delay in processing the reexamination, HHA will not provide the household with 30-day advance notice of the rent increase.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease, and no 30-day notice is required.

If HHA chooses to schedule a regular reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by HHA, but will always allow for the 30-day notice period.

Rent Decrease

In general, a *decrease* in the tenant rent that results from a regular reexamination will take effect on the family's anniversary date.

If HHA chooses to schedule a regular reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by HHA.

If the family causes a delay in processing the regular reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination processing. HHA will not provide the household with 30-day advance notice of the rent decrease.

15.6 REEXAMINATION AND PENDING LEASE TERMINATION

If HHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but the lease will not be renewed.

- If HHA prevails in the lease termination action, the lease will not be renewed, and the resident will be evicted;
- If the resident prevails in the lease termination action, the lease will be renewed.

15.7 INTERIM REEXAMINATIONS

Family circumstances may change between regular reexaminations. HUD and HHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances HHA must process interim reexaminations to reflect those changes. HUD regulations also permit HHA 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 changes. HHA must complete the interim reexamination within a reasonable time after the family's request.

Interim reexaminations can be scheduled either because HHA 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, HHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

When a family reports a change in family income and/or composition that the family was required to make, HHA will only verify the information for the family member(s) for whom the change was reported. HHA will not reverify income/expense information for other family members.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if HHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, HHA will determine the documentation the family will be required to submit. The family must submit any supporting documentation of the change within 15 calendar days. This time frame may be extended for good cause with HHA approval. Failure to submit the documentation when required may impact the interim effective date. HHA will accept required documentation by mail, email, fax, or in-person.

15.7.1 Required Interim Reexaminations

The following are interim changes which families are required to report and for which HHA will complete an interim reexamination and redetermine rent. Families must report the change within **TIME FRAMES FOR REPORTING CHANGES REQUIRED BY FAMILY OBLIGATIONS**.

- Families in the Treatment, Control, and Excluded groups:
 - Changes in family composition;
 - Increase in any type of income for any family on minimum rent or on a financial hardship exemption from minimum rent.

- Families in the Control and Excluded groups only:
 - Any increases in unearned income of 10 percent or more in adjusted income;
 - A series of smaller reported increases in adjusted income that may cumulatively meet or exceed the 10 percent increase threshold; and/or
 - Increase in any type of income for a family reporting zero income or reporting only nonrecurring income.

Families in the Control and Excluded groups who are paying non-tiered flat rents are not required to report changes in income or expenses other than those described here. Families in the Treatment group are not required to report increases in income between regular recertifications, nor will increases in income between regular recertifications result in an increase in rent.

Changes in Family and Household Composition

The family is required to report all changes in family composition within 15 calendar days from the date of the change. HHA will conduct interim reexaminations (or non-interim reexamination transactions, as applicable) to account for any changes in household composition that occur between annual reexaminations.

A special reexamination will be conducted when there is a change in the head of household that requires a remaining household member to take on the responsibilities of a head of household.

New Family Members Not Requiring Approval

The family must inform HHA of the birth, adoption, or court-awarded custody of a child within 15 calendar days; however, prior HHA approval is not required.

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, families must request HHA 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 14 consecutive days in a 12-month period or 30 cumulative days within a 12-month period and therefore no longer qualifies as a *guest*. Requests must be made in writing and approved by HHA prior to the individual moving into the unit.

HHA will not approve the addition of a family member outside of birth, adoption, court-ordered custody, marriage, interdependent relationship and live-in aide if such addition results in the need for a change in unit size. Additionally, HHA will not approve the addition of a new family or household member unless the individual meets HHA's eligibility criteria and documentation requirements.

HHA will not approve the addition of a foster child or foster adult if it will result in a larger unit size per HHA occupancy standards.

If HHA determines that an individual does not meet HHA's eligibility criteria or documentation requirements, HHA will timely notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

A household member is not a member of the family, nor is an original member who has been designated as permanently absent.

Departure of a Family or Household Member

Families must promptly notify HHA if any family or household member no longer lives in the unit. This requirement also applies to family/household members who had been considered temporarily absent, who are now permanently absent.

If a family member or household member ceases to reside in the unit, the family must inform HHA within 15 calendar days.

Return of Permanently Absent Family Member

The family must request HHA approval for the return of any adult family members that HHA previously determined to be permanently absent. The individual is subject to HHA's eligibility and screening requirements and HHA policies on changes in household composition.

Minimum Rent/Financial Hardship Interim Reexamination

For families with **income-based rents** (not applicable to families on non-tiered flat rents): when an entire family is at minimum rent or is on an approved financial hardship from minimum rent, any family member who obtains any type of income is required to report the change between regular reexaminations. Once income is reported, the family is not required to report additional increases in income until the next regular reexamination.

Increases in income for minimum rent/financial hardship families must be reported to HHA within 15 calendar days of the change. HHA will process an interim reexamination and adjust rent when income is reported.

Zero Income Interim Reexamination

For families in the Control and Excluded groups with **income-based rents** (not applicable to families on non-tiered flat rents): when an entire family reports zero income, any family member who obtains any type of income is required to report the change between regular reexaminations. Once income is reported, the family is not required to report additional increases in income until the next regular reexamination.

Increases in income for zero income families must be reported to HHA within 15 calendar days of the change. HHA will process an interim reexamination and adjust rent when income is reported. As applicable, see the policies on verification for **Zero Income Households** in the **VERIFICATION** chapter.

Households where only SNAP benefits are reported will be considered zero income households.

Where an adult family member receives zero income, but other family members report income, HHA does not require the zero income family member to report increases in income between regular reexaminations.

15.7.2 HHA-Initiated Interim Reexaminations

HHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by HHA. They are not scheduled because of changes reported by the family.

HHA 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.

15.7.3 Optional Interims

Families with income-based rent may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. Families in the Control and Excluded groups on non-tiered flat rents may also request to change back to income-based rent due to changes in their circumstances (see [Changing from Non-Tiered Flat Rent to Income-Based Rent Due to Hardship](#)). HHA will process the request if the family reports a change that will result in a reduced family income.

If a family reports a change that it was not required to report and that would result in an *increase* in the family share of the rent, HHA 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 family share of rent, HHA will conduct an interim reexamination.

Decrease in Income/Increase in Expenses

The family may request an interim reexamination any time they have experienced a change in circumstances since their last regular recertification.

A *decrease in income* is any reduction in household income that is expected to last 30 days or longer. An *increase in expenses* is any increase in allowable expense deductions that is expected to last 30 days or longer.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced. For more information regarding the requirement to impute welfare income see [ANNUAL INCOME](#).

15.7.4 Effective Dates for Interim Rent Changes

Interim Rent Increases

An increase in tenant rent at the time of an interim reexamination will generally be effective on the first of the month following 30 days' notice to the household.

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 first of the month following the date the increase occurred. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement (see [REPAYMENT AGREEMENTS](#)).

Interim Rent Decreases

A decrease in tenant rent at the time of an interim reexamination will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified, through no fault of the tenant, until after the date the change would have become effective, the change will be made retroactively to the first of the month following the month in which the change was reported. If a

household fails to report a decrease in income timely, HHA will not apply the decrease in rent retroactively.

15.8 NON-INTERIM REEXAMINATION TRANSACTIONS

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104) and implementation of the HIP system. Prior to implementation, the following does not apply.

Families may experience changes within the household that do not trigger an interim reexamination under HHA policy and HUD regulations but which HHA must still report to HUD via form HUD-50058. These are known as non-interim reexamination transactions. In these cases, upon implementation of HOTMA, HHA will submit a separate, new action code on form HUD-50058. The following is a list of non-interim reexamination transactions:

1. Adding or removing a hardship exemption for the child care expense deduction;
2. 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)(the phased-in relief will begin at an eligible family's first annual or interim reexamination, whichever is sooner, after implementation of HOTMA);
3. Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction
4. Adding or removing a minimum rent hardship;
5. Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
6. 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.
7. Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
8. Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
9. Adding/updating a family or household member's Social Security number; and
10. 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).

HHA will make all other changes to assets, income, and deductions at the next regular or interim reexamination, as applicable.

15.9 RECALCULATING TENANT RENT

For families paying income-based rent, HHA will recalculate the rent based on the income information received during the reexamination process (see [RENT](#)) and notify the family of the changes.

15.9.1 Applying Utility Allowances at Reexamination

At annual reexamination, HHA will use the current HHA utility allowance schedule.

For an interim reexamination, HHA will apply the utility allowance in effect at the last regular reexamination.

Unless HHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculation at the first regular reexamination after the allowance is adopted. See policies on [UTILITIES](#).

15.9.2 Notification of New Tenant Rent

HHA will notify the family of any changes in the amount of tenant rent. The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

15.9.3 Choice of Rent

For families in the Excluded group only, each annual recertification, HHA will give each family the opportunity to choose between income-based rent and non-tiered flat rents (see [Non-Tiered Flat Rents – Excluded Group Only](#)). Families on non-tiered flat rents may choose to switch to income-based rents in between regular recertifications, but families on income-based rents may not choose to switch to non-tiered flat rents in between regular recertifications.

15.10 DISCREPANCIES

During a regular or interim reexamination, HHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, HHA may discover errors made by HHA. When errors resulting in the overpayment or underpayment of rent are discovered, HHA will make corrections to the rent.

15.11 OTHER CONTINUED OCCUPANCY POLICIES

15.11.1 Absence from the Unit

The family must supply any information or certification requested by HHA to verify that the family is living in the unit, or relating to family absence from the unit, including any HHA-requested information or certification on the purposes of family absences. The family must cooperate with HHA for this purpose.

The family must promptly notify HHA when all family members will be absent from the unit for an extended period. An *extended period* is defined as any period greater than 30 calendar days. In such a case, promptly means within 15 calendar days of the start of the extended absence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, HHA will terminate the lease for other good cause.

HHA may review on a case-by-case basis, circumstances which dictate a household's absence from the unit. Each household member must physically occupy the unit as their sole place of residence, and not be absent for 180 consecutive days during any 12-month period unless good cause is shown for a longer absence. Good cause for extended absences include, but is not limited to:

- Involuntary absence due to illness;
- Absence of a household member who is a full-time student;
- Children temporarily away due to placement in foster care; or
- Military service (see policy on [Military Families – Absence from the Unit and Continued Occupancy](#)).

The head of household must notify HHA and remove any household member from the lease who is absent from the unit without cause for more than 180 consecutive days.

1. Extended absence for more than 180 consecutive days during any 12-month period due to incarceration is not considered good cause.
2. To verify family occupancy or absence, HHA may send request letters to the family at the unit, make phone calls or visits, send emails, schedule special inspections, and/or conduct other appropriate inquiries.
3. The family must remain in compliance with the terms of the public housing program and their lease during any absence from the unit.
4. HHA will consider mitigating circumstances when determining good cause for an extended absence.

Military Families – Absence from the Unit and Continued Occupancy

On a case-by-case basis, HHA will make reasonable exceptions to program requirements for active duty military families, to the extent HHA can do so while responsibly administering the public housing program.

These exceptions will be granted at HHA's sole discretion, and should be primarily granted with respect to program requirements impacted by household members who are temporarily absent from their unit due to their active duty.

Exceptions must be approved by the Executive Director or their designee. Households who cannot adhere to basic program requirements without the active military person present will not be granted exceptions.

Exceptions related to military families may include, but are not limited to:

- Allowing a suitable guardian to move into the unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining household income and rent;

- Carefully considering the circumstances of any case involving delayed payment of rent by the household;
- Granting exceptions to the ACOP policies concerning family absences from the unit;
- Using provisional documents and income information to complete a reexamination and then conducting an interim reexamination when the military personnel's information is available.

Abandonment

If the family appears to have vacated the unit without giving proper notice, HHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, HHA will secure the unit immediately to prevent vandalism and other criminal activity.

15.11.2 Family Break-Up and Remaining Members

Resident families who separate while being assisted under the public housing program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. HHA policy is as follows:

1. The head of household, co-head or remaining family member of the household who has full legal custody of any minor children in the unit will retain the use of the federally assisted unit.
2. In cases where the head of household and co-head have a joint custody arrangement for minor children, the original head of household will retain the use of the federally assisted unit.
3. In cases where the head of household dies, leaving minor children, the new head of household will be subject to all HHA eligibility and admission requirements.
4. HHA may allow a guardian or caretaker to temporarily reside in the unit. If the guardian or caretaker applies to become the new head of household, they must meet the eligibility requirements as set forth in this ACOP. HHA will allow a temporary guardian or caretaker to remain in the unit for up to 90 days.
5. In cases where there is a head of household and a co-head with no minor children, the original head of household will retain the use of the federally assisted unit, unless another consideration listed here is a factor.
6. In the event that the head of household moves out of the federally assisted unit or dies, a remaining adult family member (with or without children in the unit) may retain use of the federally assisted unit if that adult has been part of the household since admission or if they were added to the household, have lived in the unit for at least 6 months after approval by HHA to do so; are in compliance with all program rules and regulations; and meet all other program eligibility and continued occupancy requirements.
7. In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled household member, the live-in aide is not considered to be a remaining family member (even if related) and is not eligible to retain the use of the federally assisted unit.

8. Foster children and foster adults are never considered remaining family members and have no rights to the federally assisted unit when and if the head of household or co-head moves out of the unit, is evicted or is deceased.
9. If a separation is the result of a divorce or separation under a settlement or judicial decree, HHA will follow any court determination of which family members retain the federally assisted unit.
10. In order for a minor to continue to receive assistance as a remaining family member, the court has to have awarded emancipated minor status to the minor or HHA has to verify that Social Services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period of time.
11. If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, HHA will ensure that the victim remains on the program.
12. For any family members who are elderly or disabled, HHA will take into consideration where they will reside after the break-up.
13. If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the public housing program designee on a case-by-case basis.

HHA may deny head of household status if there was either an action to evict the former head of household. For example, if the former head of household is arrested for drug possession and HHA moved to evict the family, following which, the head of household moves out, HHA may decide not to accept a new head of household and continue with the eviction.

15.11.3 Guests and Unauthorized Occupants

See policy on **Guests** in the **ELIGIBILITY** chapter.

Resident households are not permitted to allow roomers or boarders to occupy their unit, or to sublet their unit. Violation of this provision is grounds for eviction.

Persons not on the lease who represent the unit address as their residence address for receipt of benefits or 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 represents a violation of program requirements.

CHAPTER 16: PETS AND ASSISTANCE ANIMALS

16.1 INTRODUCTION

This chapter contains HHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of HHA to provide a decent, safe and sanitary living environment for all residents, and to protect and preserve the physical condition of the property, as well as the financial interest of HHA.

16.2 ASSISTANCE ANIMALS

There are two types of assistance animals:

1. Service animals, and
2. Support animals.

For approved assistance animals, the [Pet Deposit](#) does not apply.

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. HHA has the authority to regulate assistance animals under applicable federal, state, and local law. HHA may refuse to permit a person with a disability to use and live with an assistance animal if:

- 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; and/or
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

16.2.1 Service Animals

Under the ADA, a *service animal* 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.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

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.

16.2.2 Support Animals (Assistance Animals Other than Service Animals)

A *support animal* is an animal that does work, performs tasks, provides assistance, and/or provides therapeutic emotional support for individuals with disabilities (i.e., support animals). 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 HHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#).

16.2.3 Approval of Assistance Animals

HHA tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy in this ACOP.

There are no size or breed restrictions on assistance animals; however, the tenant is still required to follow all of the terms and conditions of the lease, including the ability to ensure the peaceful enjoyment of the development by others. HHA also reserves the right to deny requests for assistance animals based on state and local law.

16.2.4 Care and Handling of Assistance Animals

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, HHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If HHA determines that no such accommodation can be made, HHA may withdraw the approval of a particular assistance animal.

16.3 PETS

Pet means a domesticated animal that is commonly kept as a household pet in a community, such as a dog, cat, bird, or fish. A pet is a companion animal that is kept in the home for pleasure rather than commercial or breeding purposes.

16.3.1 Registration of Pets

Pets must be registered with HHA **before** they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

16.3.2 HHA Refusal to Register Pets

HHA will refuse to register a pet, or continue an existing pet registration, if:

1. The pet is not a pet as defined by HHA in this policy;
2. Keeping the pet would violate any pet restrictions listed in this policy;
3. The pet owner fails to provide complete pet registration information, or fails to update the registration as required;
4. The applicant has previously been charged with animal cruelty under local/state 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; or
5. HHA 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 HHA refuses to register a pet, a written notification will be sent to the pet owner. 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 HHA's grievance procedures.

16.3.3 Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with HHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that they have received a copy of HHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with HHA's pet policy and applicable house rules may result in the withdrawal of HHA approval of the pet or termination of tenancy.

16.3.4 Pet Rules

Deposit

A refundable pet fee of \$50 shall be made to HHA. Such fee will be a one-time fee (per pet) and must be paid in full before the pet is brought on the premises.

The pet deposit is not part of the rent payable by the resident and is not required for assistance or support animals.

Pet Restrictions

Pet ownership shall be limited to common domesticated household pets, which shall be defined to include a dog, bird, cat or fish and other species as allowed under this policy.

The following animals are not considered household pets for purposes of this policy:

- Reptiles;

- Rodents;
- Insects;
- Arachnids;
- Pot-bellied pigs;
- Wild or feral animals; and/or
- Animals used for commercial breeding.

The following animals are not permitted: (does not apply to assistance animals, except where an animal may pose a direct threat or a fundamental alteration)

1. Any animal whose adult weight will exceed 35 pounds and/or total height at the shoulder exceeds 18 inches (the size limitation does not apply to service animals);
2. Dogs of the pit bull, rottweiler, Doberman, chow, or boxer breeds, any other known fighter breed or mixes thereof;
3. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations;
4. Dogs and cats six months of age and older that have not been neutered or spayed;
5. Any animal not permitted under local/state law or code.

Number of Pets

Each resident family will be allowed to house only one (1) warm-blooded animal (as allowed under this policy) at any time, one 10-gallon fish tank, or one cage with up to four (4) birds.

Other Requirements

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 15 calendar days of the pet reaching six months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing, certification of spayed/neutered status, and documentation of all required annual vaccines at the time of registration and with the resident's regular recertification.

Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.

Pet Area Restrictions

Pet owners must maintain pets responsibly, in accordance with HHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

1. Pets must be maintained within the resident's unit. When outside of the unit, (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.
2. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.
3. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.
4. Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.
5. Pets (dogs and cats) shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.

Designated Pet/No-Pet Areas

With the exception of common areas as described in the previous policy, HHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, HHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Recreational and playground areas, social rooms, office, maintenance area, flower beds, other residents' yards, and under clotheslines are designated as no-pet areas.

Alterations to Unit

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal (e.g., no dog houses will be allowed on the premises). Installation of pet doors is prohibited.

Cleanliness

The pet owner shall be responsible for the removal of waste from any pet area by placing it in a sealed plastic bag and disposing of it in an outside trash container provided by HHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes in sealed plastic trash bags, placed in a trash bin, and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet. Litter boxes shall be kept inside the resident's dwelling unit.

Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps will not be deposited on the owner's porches or yards.

Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises.

This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet.

1. 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 HHA property.
2. No animals may be tethered or chained inside or outside the dwelling unit at any time.
3. No pet (including fish) may be left unattended in any unit for a period in excess of 24 hours.
4. Pet owners must exercise courtesy with respect to other residents and not allow the pet to cause any fear or illness to other residents.
5. HHA may, after reasonable notice to the tenant, enter and inspect the unit, in addition to any other inspections allowed by HUD policy.

Responsible Parties

The pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify HHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

Pets that are not owned by a tenant are not allowed on the premises. Tenants are prohibited from feeding, watering, or harboring stray animals or wild animals.

This rule does not apply to assistance animals or to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by HHA.

Additional Rules

Dog owners are required to comply with state and local public health, animal control and animal anti-cruelty laws and regulations.

Pet owners must prevent pets from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floors and other fixtures of the tenant's unit and common areas.

The presence of a pet may not interfere with the routine pest extermination, routine repairs and/or inspection of the unit. The tenant is responsible for removing or otherwise protecting pets every time extermination or maintenance is scheduled.

Pet owners will not allow pets to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. Repeated, substantiated complaints from other tenants, neighbors or HHA personnel regarding pets disturbing the peaceful enjoyment of the premises through noise, smell,

animal waste or other nuisance will result in the tenant having to remove the pet or be subject to lease violation procedures.

16.3.5 Pet Rule Violations

Any repeated offenses of the pet ownership rules may be considered grounds for lease termination. All lease enforcement and eviction actions taken as a result of this policy shall comply with HHA's lease and grievance procedures.

In addition to failure to comply with the lease, if HHA determines that the presence of a pet constitutes a risk of damage to HHA property or creates a threat to the health and safety of any member of the public housing community, or neighborhood, including tenants, household members, guests and/or employees, HHA may require the removal of the tenant's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a lease violation. Any violation shall give rise to all appropriate remedies under the lease, including institution of eviction proceedings. In the case of vicious dogs, HHA may make a complaint to the appropriate local entity.

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated.

Unauthorized Pets

If an unauthorized pet is seen in a tenant's unit, a letter of violation will be given to the tenant. This letter shall state that the tenant must remove the pet within 15 calendar days or eviction proceedings will commence. Fifteen (15) calendar days after this letter is given to the tenant, HHA staff will inspect the unit and verify whether the pet has been removed from the unit.

If the tenant still has the pet or has not otherwise responded to the violation letter, the pet owner will be served with a notice consistent with HHA's **LEASE TERMINATIONS** policy.

In order to avoid termination for an unauthorized pet, the tenant must timely:

1. Agree to correct the lease violation;
2. Provide alternative evidence and/or explanations;
3. Already have corrected the problem; or
4. Follow the procedures in the pet policy to submit an application to house a pet.

HHA staff shall follow-up to verify that the tenant has removed the pet within a week or has otherwise complied with the pet policy. Should the tenant refuse to comply, or if the tenant has been a repeat offender of the pet policy, HHA will proceed with eviction.

Notice for Pet Removal

If the pet owner and HHA are unable to resolve the violation or the pet owner fails to correct the violation in the time period allotted by HHA, HHA will serve a leave violation notice.

The pet owner has 15 calendar days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation. The pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

Termination of Tenancy

HHA may initiate procedures for lease termination 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; or
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

16.3.6 Emergencies

HHA will take all necessary steps to ensure that pets who 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 HHA 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.

16.3.7 Protection of the Pet

If the death or incapacitation 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 HHA after reasonable efforts cannot contact the responsible party, HHA may contact the appropriate state or local agency and request the removal of the pet.

If none of the above actions produce results, the HHA or property management may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

16.3.8 Charges for Pet-Related Damages During Occupancy

All reasonable expenses incurred by HHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

1. The cost of repairs and replacements to the resident's dwelling unit, common areas or other units damaged by the owner's pet;
2. Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the apartment or common area as necessitated by the presence of the pet;

3. Short- and long-term pet care or disposition necessitated by the inability or unwillingness of the tenant or tenant's designated caretaker to assume responsibility for the pet; and
4. Any pet-related insect infestation. HHA reserves the right to exterminate and charge the tenant for such services.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with this ACOP. The tenant shall pay promptly, upon receipt of a bill, the cost of all materials and/or labor for repair of any damage caused by the tenant's pet. 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 tenant.

16.3.9 Refund of Pet Deposit

HHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit or common areas within 30 days of the move-out inspection or removal of pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

HHA will provide the resident with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, HHA will provide a meeting to discuss the charges.

CHAPTER 17: COMMUNITY SERVICE

17.1 INTRODUCTION

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 tenant self-sufficiency, or increase tenant self-responsibility in the community. Community service is not employment and may not include political activities. In administering community service requirements, HHA will comply with all nondiscrimination and equal opportunity requirements.

In the event that HUD stays the community service requirement, this policy will be suspended, in accordance with any applicable HUD guidelines, until HUD otherwise notifies HHA.

17.2 BASIC COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENTS

Each adult resident of HHA, who is not exempt (see [Exempt Tenants](#)), must:

1. Contribute 8 hours per month of community service; or
2. Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
3. 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.

Tenants must provide notice to HHA of a change in exempt status. See policy under [Change in Status between Annual Determination](#).

17.3 EXEMPT TENANTS

An *exempt individual*—that is, a person who is exempt from the Community Service and Self-Sufficiency Requirement (CSSR)—is an adult who:

1. Is 62 years of age or older;
2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart,
3. Is a primary caretaker of a person who is blind or disabled;
4. Is engaged in work activities (see [Work Activities](#)) at least 8 hours per week;
5. Is able to meet requirements 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 (i.e., the individual is receiving Temporary Assistance for Needy Families, or TANF);
6. 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 has not been found by the state or other administering entity to be in noncompliance with such program (i.e., the individual is a member of the household where at least one person is receiving TANF or Supplemental Nutrition Assistance Payments, or SNAP, formerly known as food stamps); or

7. Is a member of a non-public housing over-income family.

17.4 WORK ACTIVITIES

As it relates to an exemption from the community service requirement, *work activities* means:

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job-training;
6. Job search and job readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and/or
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate.

17.5 COMMUNITY SERVICE

Eligible community service activities include, but are not limited to, work at:

1. Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care 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);
2. Nonprofit organizations serving HHA 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;
3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps

of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

4. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts;
5. HHA housing to improve grounds or provide gardens (so long as such work does not alter HHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board;
6. Care for the children of other residents so parent may volunteer.

17.6 SELF-SUFFICIENCY ACTIVITIES

For purposes of satisfying the CSSR, 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:

1. Job readiness or job training;
2. Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Employment counseling, work placement, or basic skills training;
4. Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes;
5. Apprenticeships (formal or informal);
6. English proficiency or English as a second language classes;
7. Budgeting and credit counseling;
8. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF);
9. Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

17.7 NOTICE REQUIREMENTS

HHA 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.

On an annual basis, families will be required to certify their CSSR status. Non-exempt individuals will be required to certify the completion of required CSSR hours.

17.8 DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE

HHA will review and verify family compliance with service requirements prior to the end of the 12-

month lease term. Where the lease term does not coincide with the effective date of the annual reexamination, HHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, HHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

17.8.1 Determination of Exemption Status

At least 60 days prior to lease renewal, HHA 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 HHA 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. Once a current participant turns 62, no further verification of exemption status will be required.

17.8.2 Determination of Compliance

Approximately 60 days prior to lease renewal, HHA will require applicable family members to submit documentation to support compliance with the CSSR. The family will have 15 calendar days to submit HHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe or HHA-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 on noncompliance.

17.8.3 Change in Status between Annual Determinations

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 HHA within 15 calendar days.

Within 15 calendar days of a family reporting such a change, or HHA's determining such a change is necessary, HHA will provide written notice of the effective date of the requirement, 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 a 30-day notice.

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).

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 HHA within 15 calendar days. Any claim of exemption will be verified by HHA.

Within 15 calendar days of a family reporting such a change, or HHA's determining such a change is necessary, HHA will provide the family written notice that the family member is no longer subject to the community service requirement, if HHA is able to verify the exemption.

The exemption will be effective immediately.

17.9 DOCUMENTATION AND VERIFICATION

1. If qualifying activities are administered by an organization other than HHA, a family member who is required to fulfill a service requirement must provide one of the following:
 - a) A signed certification to HHA by such other organization that the family member has performed such qualifying activities; or
 - b) A signed self-certification to HHA by the family member that he or she has performed such qualifying activities.
2. HHA will ensure the following related to CSSR documentation:
 - a) If anyone in the family is subject to the community service requirement, HHA will provide the family with community service documentation forms.
 - b) At lease execution and at least 30 days prior to the lease anniversary, each adult member (18 or older) of a public housing tenant family must sign an acknowledgement that they have received and read the CSSR. Further, the tenant acknowledgement includes tenant understanding that failure to comply with the CSSR will result in lease termination.
 - c) At lease execution and at least 30 days prior to the lease anniversary each exempt adult member (except for those age 62 and older) must provide documentation that they are exempt from the CSSR.
 - i. For persons age 62 and older, verification of their date of birth/age will suffice as verification of their exempt status and no further documentation concerning their exempt status is required.
 - d) If HHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, HHA has the right to request additional documentation to verify CSSR participation.
 - e) HHA will retain reasonable documentation of service requirement performance or exemption in participant files.
3. If a signed self-certification is used to verify CSSR requirements, the signed self-certification must include the following:
 - a) A statement that the tenant completed the number of hours listed on the self-certification and that the statement is subject to the penalties of perjury;
 - b) The name, address, phone number and a contact person at the community service provider or economic self-sufficiency program;
 - c) The date(s) during which the tenant completed the community service activity, or participated in the economic self-sufficiency program;
 - d) The number of hours and type of activity completed; and
 - e) A certification that the tenant's statement is true.

HHA will not accept resident self-certifications for residents who are under a community service cure agreement until the resident has completed and HHA has conducted third-party verification that the resident has completed the required community service hours.

17.9.1 Validating Community Service Self-Certifications

HHA requests and obtains third-party verification of completion of the CSSR requirements.

If and when HHA accepts self-certifications to verify completion of CSSR requirements, HHA will validate a sample of such self-certifications using third-party certification from the organization to verify that the family member has performed such qualifying activities.

17.9.2 Documentation and Verification of Exemption Status

All family members who claim they are exempt from the community service requirement (except those age 62 or older) will be required to sign HHA's community service exemption certification form.

HHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in the **VERIFICATION** chapter.

HHA will make a final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with HHA's determination, they can dispute the decision through HHA's grievance procedures (see **APPENDIX D: GRIEVANCE POLICY**).

17.10 NONCOMPLIANCE

17.10.1 Notice of Noncompliance

In the event a tenant does not provide documentation of the CSSR, the tenant will have 15 calendar days to submit HHA-required documentation form(s). If the tenant fails to submit the documentation within the required time frame or within any HHA-approved extension, the tenant will be considered noncompliant with the CSSR and a notice of noncompliance will be issued. The notice of noncompliance will include:

1. A brief description of the finding of noncompliance with the CSSR.
2. A statement that HHA will not renew the lease at the end of the current lease term unless the tenant enters into a written cure agreement with HHA or the family provides written assurance that is satisfactory to HHA explaining that the noncompliant tenant no longer resides in the unit.

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 15 calendar days from the date of the notice of noncompliance to enter into a written 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 HHA will agree to continued occupancy of the family.

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 15 calendar day timeframe, HHA will terminate tenancy.

17.10.2 Continued Noncompliance

Should a family member refuse to sign a written cure agreement, or fail to comply with the terms of a cure agreement, HHA must terminate tenancy of the entire family, according to the lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

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 the chapter on [LEASE TERMINATIONS](#).

The family will have 15 calendar 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 HHA will agree to continued occupancy of the family.

If the family does not request a grievance hearing, or provide such documentation within the required 15 calendar day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

CHAPTER 18: TRANSFERS

18.1 INTRODUCTION

This chapter explains HHA's transfer policy. HHA may require the tenant to move from the unit under some circumstances. 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.

18.2 TYPES OF TRANSFERS

The following are the types of transfers allowed under HHA's transfer policies.

- Emergency Transfers;
- Administrative Transfers;
- Resident-Initiated Transfers; and
- Economic Self-Sufficiency Transfers.

18.3 EMERGENCY TRANSFERS

Emergency transfers are for the safety/well-being of the family when:

1. HHA determines that unit or building conditions pose an immediate threat to resident life, health or safety; this includes but is not limited to any condition that would produce an emergency work order where repairs cannot be made within 24 hours.
 - a) If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, HHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. 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.
 - b) If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, HHA will transfer the resident to the first available and appropriate unit after the temporary relocation.
 - c) Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.
2. HHA determines that a transfer is necessary to resolve problems of an urgent or life-threatening nature that are not related to building or unit conditions, as authorized by the HHA President & CEO or designee.
3. A family member is a victim of physical harassment, extreme or repeated vandalism to personal property and/or repeated verbal harassment, intimidation or coercion which places the household member(s) in imminent danger.

4. A household member is a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking under VAWA (see **APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**);
5. The household needs to be relocated because of a household member's participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency or participation in a witness protection program, and such a transfer does not qualify as a Administrative Transfer.

Where Emergency Safety transfers other than VAWA are concerned, the condition(s) must be certified in writing by HHA or a local, State or Federal law enforcement agency. On a case-by-case basis, HHA may allow a family to self-certify their need for an Emergency Safety transfer.

In order to request the emergency transfer under VAWA, HHA and the resident will follow the requirements under **APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**.

18.4 ADMINISTRATIVE TRANSFERS

Administrative Transfers are mandatory and are categorized into three groups:

- **Category 1 (Management Initiatives)**;
- **Category 2 (Occupancy Issues Over- and Under-Housed Households)**; and
- **Category 3 (Special Admission Transfers)**.

Transfers required by HHA are adverse action and subject to the notice requirements for adverse actions. The family will be given 30 calendar days to vacate the unit after receipt of written notice. However, 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, HHA may not take action on the transfer until the conclusion of the grievance process.

18.4.1 Category 1 (Management Initiatives)

Category 1 Management Initiatives Transfers are mandatory when HHA determines that transfers are necessary to permit repairs related but limited to renovations, revitalization, demolition and/or disposition. In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

These transfers will take priority over new admissions.

18.4.2 Category 2 (Occupancy Issues Over- and Under-Housed Households)

Category 2 Occupancy Issues Transfers are to resolve situations where:

1. A household-size does not comply with HHA's occupancy guidelines; when households are ruled as under- or over-housed, they will be transferred to an appropriate size unit either within the property (preferred) or to another property in the same program; and/or
 - a) For purposes of the transfer policy, over-housed and under-housed are defined as follows:

- i. *Over-housed*: the family no longer qualifies for the bedroom size in which they are living based on HHA's occupancy standards
 - ii. *Under-housed*: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides,
 - b) HHA may elect not to transfer an over-housed family in order to prevent vacancies.
 - c) 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 this ACOP. will only be required to transfer if it is necessary to comply with the approved exception.
2. A household in an accessible unit with features not needed by the family must move to make the unit available for a family who needs the unit's accessible features.
- a) When a family is initially given an accessible unit, but does not require the accessible features, HHA will require the family to agree to move to a non-accessible unit when it becomes available.
 - b) When a non-accessible unit becomes available, HHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. HHA 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.

These transfers shall take priorities over new admissions.

18.4.3 Category 3 (Special Admission Transfers)

Category 3 Special Admission Transfers (see [Special Admissions for Continually Assisted Families](#)) may be processed to satisfy requirement for non-public housing households at tax credit properties whose incomes have declined.

18.4.4 Cost of Transfer: Administrative Transfers

HHA will bear the reasonable costs of transfers that HHA requires, except that residents will be required to bear the cost of occupancy standards transfers.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

HHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, HHA will collect information from companies in the community that provide these services.

HHA will reimburse the family for eligible out-of-pocket moving expenses up to the HHA's established moving allowance.

18.5 RESIDENT-INITIATED TRANSFERS

Transfers that are resident-initiated are not mandatory. The following is the list of HHA transfers that are tenant-initiated:

- Emergency Personal Safety,

- Reasonable Accommodation,
- Employment/Education Need.

18.5.1 Emergency Personal Safety

A resident may request an emergency transfer as needed; see [Emergency Transfers](#).

18.5.2 Reasonable Accommodation Transfer

HHA will transfer families with a member with a verified disability that requires an accommodation that cannot be reasonably provided in the family's existing unit. These transfers are resident initiated and will be granted only if the tenant demonstrates and HHA verifies a relationship between the household member's disability and the need for a transfer. All such transfers shall be subject to existing federal, state and local laws.

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

See [APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES](#).

18.5.3 Employment/Education Need

HHA will transfer families with a need to move to a location closer to where a family member is currently working and/or going to school/training. The family must request the transfer in writing and provide verification of the location of the employment, school, and/or training facility, and note the HHA public housing properties which will meet this need (due to proximity of the property to the place of employment/education or to transportation to the place of employment/education).

18.5.4 Cost of Transfer: Resident-Initiated Transfers

The resident will bear all of the costs of transfer they request, except for transfer costs when the transfer is done as a reasonable accommodation.

18.6 ECONOMIC SELF-SUFFICIENCY INCENTIVE TRANSFERS

Economic Self-Sufficiency Incentive Transfers are offered to households who are interested in relocating to a new or modernized public housing unit, at a different site. These transfers are not mandatory and shall take priority of new admissions. The transfer is also limited to tenants solely residing at Cuney Homes, Ewing Apartments, Kelly Village, Kennedy Place, and Irvinton Village Apartments. Interested tenants must also meet all admission requirements to be eligible for the transfer in addition to the following criteria:

1. In good-standing with HHA's Lease Agreement no pending evictions nor pending formal administrative reviews;
2. Residency at Cuney Homes, Ewing Apartments, Kelly Village, Kennedy Place, or Irvinton Village for at least three (3) years;
3. No outstanding debt with HHA for the past two (2) years;

4. No history of non-compliance nor disturbances that resulted in a lease violation(s) being issued within the past two (2) years; and
5. Employed or enrolled in an HHA Economic Self-Sufficiency Program.

18.7 PROCESSING TRANSFERS

A centralized transfer waiting list will be administered by the Occupancy Division. Managers submit requests for transfer, including necessary documentation, to the Occupancy Specialist Manager.

Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

1. Emergency Transfers,
2. Administrative Transfers,
3. Resident-Initiated Transfers,
4. Economic Self-Sufficiency Incentive Transfers.

Within each category, transfer application will be sorted by the date the completed file (including any verification needed) is received from the manager.

Administrative transfers to correct occupancy standards may be recommended by the Management team at time of re-examination or interim redetermination.

18.8 REEXAMINATION AND MOVES

18.8.1 Treatment Group

If a Treatment household moves, HHA will update any applicable utility allowance and conduct an *Other Change of Unit* action type to process the move. HHA will not adjust the rent.

The effective date of the next triennial recertification will not be changed to align with the new lease date when and if a move occurs after study enrollment.

When a move occurs within one or two months following study enrollment, HHA may move the effective date of the first recertification to match the new lease date; however, after that the effective date of the next triennial recertification will not be changed.

18.8.2 Control Group

If a household moves, HHA will update any applicable utility allowance and conduct an *Other Change of Unit* action type to process the move. HHA will conduct a reexamination and update the income and rent at the time of the move.

The effective date of the next annual recertification will change to align with the new lease date.

18.8.3 Excluded Group

If a household moves, HHA will update any applicable utility allowance and conduct an *Other Change of Unit* action type to process the move. HHA will conduct a reexamination and update the income and rent at the time of the move.

The effective date of the next triennial recertification will change to align with the new lease date.

18.9 SECURITY DEPOSITS FOR ALL TRANSFERS

When a family transfers from one unit to another, HHA 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.

18.10 TRANSFER AND PENDING LEGAL ACTIONS/DETERMINATION

As provided for in the lease, any pending legal actions or existing debts will transfer with the resident family in the event a resident family is allowed to transfer. Execution of a new lease does not waive HHA rights to collect payments due under a prior lease or waive HHA's rights to pursue termination or eviction actions under a prior lease.

18.11 TRANSFER OFFER POLICY

Residents will receive one offer of a transfer.

When the transfer is required by HHA, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, if a household declines the offered unit a lease termination will not be issued. The household's refusal of a unit transfer without good cause will be perceived by HHA as the households' right to remain in their current unit.

18.12 GOOD CAUSE FOR UNIT REFUSAL

A tenant may refuse a transfer unit offer with verifiable good cause. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption. HHA will require documentation of good cause for unit refusals.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to HHA'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 HHA'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 and/or human trafficking.
- 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.

18.13 DECONCENTRATION

If subject to deconcentration requirements (see [Deconcentration of Poverty and Income Mixing](#)), HHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the established income range will be offered a unit in a development that is below the established income range, and vice versa, to achieve the HHA's deconcentration goals. A deconcentration offer will be considered a *bonus* offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

CHAPTER 19: HEARINGS AND GRIEVANCES

19.1 OVERVIEW

This chapter discusses grievances and appeals pertaining to HHA actions or failures to act that adversely affect public housing applicants or residents. There is a separate process for each of the following:

- Informal hearings for applicants;
- Hearings and appeals for noncitizens; and
- Grievance procedures for public housing residents.

19.2 INFORMAL HEARINGS FOR APPLICANTS

Informal 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 hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project or their removal from the waiting list for failure to comply with actions that would allow them to lease up. Applicants to public housing are not entitled to the same hearing process afforded tenants under HHA grievance procedures.

Informal hearings provide applicants the opportunity to review the reasons for denial of admission or initial lease up, and to present evidence to refute the grounds for denial/refusal to lease prior to initial lease up. HHA will only offer informal hearings to applicants for the purpose of disputing denials of admission/lease up.

19.2.1 Notice of Denial

HHA must give an applicant prompt notice of a decision denying eligibility for admission or lease up. The notice must contain a brief statement of the reasons for HHA's decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing. As applicable, HHA's notice of denial will include information about required or requested remote informal hearings.

19.2.2 Scheduling an Informal Hearing

Applicants must submit their request for an informal hearing in writing to HHA within 15 calendar days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, HHA will schedule and notify the applicant of the place, date, and time of the informal hearing.

19.2.3 Informal Hearing Format

Virtual Hearings

Informal hearings are primarily held virtually. Applicants can choose to participate either by video or phone.

The hearing officer will open the virtual waiting room to allow the applicant and the HHA representative to enter to begin the hearing. Both the HHA and the applicant will be allowed fifteen

(15) minutes to enter the virtual waiting room to begin the hearing. If either party fails to enter the waiting room within fifteen (15) minutes of the scheduled hearing time, the absent party will have waived their right to a hearing.

If the applicant experiences difficulties entering the videoconference waiting room at the time of their scheduled hearing, the applicant may contact Customer Service to advise of their issue.

In-Person Hearings

Applicants who are unable to participate in a virtual hearing can request that an in-person hearing be scheduled. In-person hearings will be conducted at the HHA's office at 2640 Fountain View.

19.2.4 Informal Hearing Procedures

The informal 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 HHA's decision.

19.2.5 Ensuring Accessibility for Persons with Disabilities and LEP Individuals

HHA will ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act. HHA will make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all of HHA's privileges, benefits, and services, including informal hearings.

19.2.6 Informal Hearing Decision

In deciding the informal hearing, HHA will evaluate the following issues:

1. Whether or not the grounds for the denial were stated factually in the notice to the family.
2. The validity of the grounds for denial of admission.
3. The validity of the evidence; HHA will evaluate whether the facts presented prove the grounds for denial of admission.

HHA will timely notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed timely to the applicant and their representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal hearing, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

19.2.7 Reasonable Accommodation for Persons with Disabilities

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and HHA must consider such accommodations. HHA must also consider

reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability.

19.3 HEARINGS AND APPEALS FOR NONCITIZENS

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 HHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

See [24 CFR 5.514](#) for more information on the process for hearings and appeals for non-citizens.

19.4 GRIEVANCE HEARINGS FOR PUBLIC HOUSING RESIDENTS

HHA has a grievance policy ([APPENDIX D: GRIEVANCE POLICY](#)) in place through which public housing residents are provided an opportunity to grieve any HHA action or failure to act involving the lease or HHA policies which adversely affect their rights, duties, welfare, or status.

HHA's grievance procedure is incorporated by reference in the tenant lease.

Residents and resident organizations will have 30 calendar days from the date they are notified by HHA of any proposed changes in HHA grievance procedure, to submit written comments to HHA.

CHAPTER 20: LEASE TERMINATIONS

20.1 INTRODUCTION

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 HHA. Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. 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 federally assisted housing. HHA has the authority to terminate the lease because of the family's failure to comply with regulations, for serious or repeated violations of the terms of the lease, and for other good cause.

20.2 TERMINATION BY RESIDENT

Residents may terminate tenancy by providing 30 days' written notice to property manager in accordance with their lease. The notice of lease termination must be signed by the head of household, spouse, or cohead.

HHA at its sole discretion may waive the 30-day requirement when a family must give less than 30 days' notice due to verified circumstances beyond their control.

20.3 TERMINATION BY HHA

20.3.1 Mandatory Termination of Assistance

HUD and HHA require mandatory termination of the lease for certain actions or inactions of the family. In accordance with HUD requirements, HHA will terminate assistance in the circumstances outlined below.

Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking and/or human trafficking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of such domestic violence, dating violence, sexual assault, stalking and/or human trafficking. See [APPENDIX C: VIOLENCE AGAINST WOMEN ACT \(VAWA\) POLICY](#).

1. **Failure to Provide Consent.** HHA will terminate assistance if any family member fails to sign and submit or opts to revoke any consent form that they are required to sign for a reexamination. See the section on [Family Consent to Release of Information](#) for a complete discussion of consent requirements.
2. **Failure to Document Citizenship.** HHA will terminate assistance if:
 - a) A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
 - b) A family submits evidence of citizenship and eligible immigration status in a timely manner, but the United States Citizenship and Immigration Services' (USCIS) primary and secondary verification do not verify eligible immigration status of the family; or
 - c) A family member, as determined by HHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the

unit. 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 [Citizenship or Eligible Immigration Status](#) and [Verification of U.S. Citizenship and of Eligible Immigration Status](#) for additional information.

3. **Failure to Disclose and Document Social Security Numbers.** HHA will terminate assistance if any household member fails to disclose the complete and accurate Social Security numbers (SSNs) of each household member and the documentation necessary to verify each Social Security number.

HHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

See [Social Security Numbers](#) and [Social Security Number Verification](#) for additional information on providing and documenting SSNs.

4. **Failure to Accept HHA's Offer of a Lease Revision.** HHA will terminate the lease if the family fails to accept HHA's offer of a lease revision to an existing lease, provided HHA has done the following:

- a) The revision is on a form adopted by HHA pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments;
- b) HHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and
- c) HHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

5. **Methamphetamine Manufacture or Production.** HHA will terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

6. **Lifetime Registered Sex Offenders.** Should HHA 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, HHA will immediately terminate assistance for the household member.

In this situation, HHA may 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, HHA will terminate assistance for the household.

7. **Noncompliance with Community Service Requirements.** HHA is prohibited from renewing the lease at the end of the lease term when the family fails to comply with the [COMMUNITY SERVICE](#) requirements.

8. **Death of the Sole Family Member.** HHA will immediately terminate the lease following the death of a sole family member. This includes sole family member households that have a live-in aide, as live-in aides are not considered family members, and have no rights as remaining family members.
9. **Over-Income Families.** If a family remains over-income at the end of the 24-month grace period (or upon HUD approval, the 36-month grace period), HHA will follow the procedures under [Leasing and Non-Public Housing Over-Income Families](#). Current over-income limits may be found in [APPENDIX F: OVER-INCOME LIMITS FOR 2025](#).
10. **Serious and/or Repeat Violations of the Lease.** HHA will terminate the lease for serious and/or repeat violations of the material terms of the lease such as, but not limited to, the following:
 - a) Failure to make payments due under the lease, including nonpayment of rent.
 - b) Repeated late payment of rent or other charges. Three late payments within a 12-month period shall constitute a repeated late payment.
 - c) Failure to fulfill the tenant/household obligations under the lease.

20.3.2 Mandatory Lease Provisions

HUD requires HHA to include provisions in the lease agreement concerning criminal activity and alcohol abuse, per 24 CFR 966.4(l)(5). As such, HHA has the discretion to terminate the lease when and if HHA determines that the resident, a member of the resident's household or guest, or any other person under the resident's control participates in any of the following activities:

1. Drug-related criminal activity engaged in on or off the premises;
2. Illegal use of a drug or a pattern of illegal use of a drug (*pattern* means more than one incident during the previous six months) that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises;
4. Abuse or pattern of abuse of alcohol (*pattern* means more than one incident during the previous six months) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
5. Furnishing false or misleading information concerning illegal drug use or alcohol abuse or rehabilitation.

Each case will be reviewed on a case-by-case basis before a decision is made regarding termination.

20.3.3 Other Authorized Reasons for Termination

HUD authorizes HHA to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as *other good cause*. HHA will terminate the lease for other good cause, including, but not limited to:

1. 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 that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.
2. 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.
3. Discovery after admission of facts that made the tenant ineligible.
4. Discovery of material false statements or fraud by the tenant in connection with the public housing program.
5. Failure to furnish information and certifications regarding family composition and income as may be necessary for HHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.
6. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by HHA that such a dwelling unit is available.
7. Failure to permit access to the unit by HHA 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.
8. Failure to promptly inform HHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 15 calendar days of the event.
9. Failure to abide by the provisions of HHA pet policy (see [Pets](#)).
10. If the family has breached the terms of a repayment agreement entered into with HHA.
11. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
12. If a household member has engaged in or threatened violent or abusive behavior toward HHA personnel, property management, and/or other residents.

And, upon implementation of HOTMA:

Note: the following is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following restrictions do not apply.

13. **Failure to Comply with the Asset and/or Real Property Restrictions:** upon implementation of HOTMA, HHA will terminate the lease if the household is not in compliance with the [Asset Restrictions](#).

For recertifying households, HHA may delay termination of the lease for up to six months if the family is over the asset threshold at the time of their regular recertification, and the family will be given the opportunity to come into compliance with the asset threshold during that time. Otherwise, the household must be terminated in accordance with the policies in this chapter.

Upon consideration of alternatives and factors, HHA may, on a case-by-case basis, choose not to terminate assistance.

20.3.4 Family Absence from the Unit

It is reasonable that the family may be absent from the public housing unit for brief periods. However, HHA has a policy on how long the family may be absent from the unit (see **Absence from the Unit**). *Absence* in this context means that no member of the family is residing in the unit. If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, HHA will terminate the lease for other good cause.

Abandonment of the unit. If the family appears to have vacated the unit without giving proper notice, HHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, HHA will secure the unit immediately to prevent vandalism and other criminal activity.

20.4 CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

HHA's termination and/or eviction actions must be consistent with fair housing and equal opportunity requirements of federal, state and local law and applicable HUD regulations.

20.4.1 Evidence

HHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

HHA is not required to prove that the resident knew or should have known that a household member, household member, visitor, or other person under the resident's control was engaged in the action that violated the lease.

20.5 CRIMINAL RECORDS

20.5.1 Conducting Criminal Records Checks

HUD authorizes HHA to conduct criminal records checks on public housing residents for lease enforcement and eviction. HHA policy determines when HHA will conduct such checks.

HHA will conduct criminal records checks when it has come to the attention of HHA, 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. HHA may also conduct periodic criminal background checks.

All adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis. HHA will not pass along to the tenant the costs of a criminal records check.

20.5.2 Disclosure of Criminal Records to the Family

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, HHA 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 15 calendar days from the date of HHA notice, to dispute the accuracy and relevance of the information. If the family does not contact HHA to dispute the information within that 15-calendar-day period, HHA 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.

20.6 LEASE TERMINATION NOTICE

Notices of lease termination must be in writing. The notice must state:

1. The specific grounds for termination,
2. The date the termination will take place,
3. The resident's right to reply to the termination notice, and
4. The resident's right to examine HHA documents directly relevant to the termination or eviction.

If HHA does not make the documents available for examination upon request by the resident, HHA may not proceed with the eviction.

20.6.1 Grievance Hearings

When HHA is required to offer the resident an opportunity for a grievance hearing, the notice will also inform the resident of their right to request a hearing in accordance with HHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired or the grievance procedure has been completed.

However, there are some circumstances in which HHA is not required to a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens the health, safety or the right to peaceful enjoyment or for drug-related criminal activity. See [Applicability](#), [APPENDIX D: GRIEVANCE POLICY](#). For these cases, the notice of lease termination will follow the requirements outlined in 24 CFR 966.4(l)(3)(v).

20.6.2 Serving the Termination Notice

HHA 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 copies of documents required under the [Notifications Provided](#) section of [APPENDIX C: VIOLENCE AGAINST WOMEN ACT \(VAWA\) POLICY](#).

20.6.3 Timing of the Notice

In the following cases, HHA will give written notice with a reasonable period of time considering the seriousness of the situation (minimum of three (3) calendar days but not to exceed 30 calendar days):

1. If the health or safety of other residents, HHA employees, or persons residing in the immediate vicinity of the premises is threatened;
2. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; and/or
3. If any member of the household has been convicted of a felony.

For all other lease terminations, including nonpayment of rent, HHA will give 30 days' written notice.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

20.6.4 Notice of Nonrenewal Due to Community Service Noncompliance

When HHA 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.

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 and will also serve as the notice of termination of tenancy.

20.6.5 Notice of Termination Based on Citizenship Status

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:

1. The family's eligibility for proration of assistance,
2. The criteria and procedures for obtaining relief under the provisions for preservation of families,
3. 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
4. The family's right to request an informal hearing (see **Hearings and Appeals for Noncitizens**) with HHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

20.6.6 Notice of Termination Based on Over-Income Status

In cases where termination of tenancy is based on over-income status, HHA will follow the requirements under **Notification Requirements** in the chapter on **OVER-INCOME FAMILIES**.

20.7 EVICTION

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, HHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases. HHA may only evict the tenant from the unit by instituting a court action.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, HHA will seek the assistance of the court to remove the family from the premises as per state and local law.

HHA may not proceed with an eviction action if HHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents.

If HHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action.

20.8 NOTIFICATION TO THE POST OFFICE

When HHA evicts an individual or family for criminal activity, including drug-related criminal activity, HHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

20.9 RECORD KEEPING

A written record of every termination and/or eviction will be maintained by HHA at the development where the family was residing, and will contain the following information:

1. Name of resident, number and identification of unit occupied;
2. Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;
3. Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905);
4. Date and method of notifying the resident; and
5. Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

HHA will report resident-owed funds and adverse terminations into HUD's EIV system.

CHAPTER 21: PROGRAM INTEGRITY

21.1 INTRODUCTION

HHA is committed to ensuring that subsidy funds made available to HHA are spent in accordance with HUD requirements. Further, HHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter covers HUD and HHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. *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. In the event that HHA determines that fraud or program abuse has occurred, the HHA may deny or terminate assistance.

21.2 DETECTING ERRORS AND PROGRAM ABUSE

HHA will use a variety of activities to detect errors and program abuse.

21.2.1 Quality Control and Analysis of Data

HHA will employ a variety of methods to detect errors and program abuse.

1. HHA routinely will use available sources of upfront income verification to compare with family-provided information.
2. At each regular reexamination, current information provided by the family will be compared to information provided at the last regular reexamination to identify inconsistencies and incomplete information.
3. HHA will compare family-reported income and expenditures to detect possible unreported income.

21.2.2 EIV Reports

HHA will review EIV reports as required by HUD and ensure any corrections are made accordingly.

In the case of any discrepancies between what is reported by the household and what the EIV shows, HHA will follow the protocol as outlined in this chapter.

21.2.3 Errors and Corrections by HHA

In cases where HHA determines that there has been an incorrect subsidy determination—whether it is an overpayment or underpayment of subsidy—HHA will promptly correct family share and any utility reimbursement prospectively.

In cases where there has been an overpayment of subsidy due to HHA error, residents will not be required to repay the amount.

In cases where there has been an underpayment of subsidy due to HHA error, HHA will determine the amount of rent the household should have paid, and return to the household the difference between that amount and what they actually paid.

HHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

21.3 INVESTIGATION

HHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.

HHA will investigate when inconsistent information related to the family that is identified through file reviews and the verification process.

Investigated complaints may include, but are not limited to, the following:

1. Unreported income;
2. Fraud;
3. Failure to report a change in household composition;
4. Unauthorized occupancy;
5. Subletting;
6. Tenant vacating without notice;
7. Illegal drug activity;
8. Violent criminal activity;
9. Activities that threaten the right to peaceful enjoyment of the premises by other residents;
and
10. Nuisance.

21.3.1 Consent to Release of Information

HHA may investigate possible instances of error or abuse using all available HHA and public records. If necessary, HHA will require tenant families to sign consent forms for the release of additional information.

21.3.2 Notice and Appeals

HHA will timely inform the relevant party in writing of its findings and remedies. The notice will include:

1. A description of the error or program abuse;
2. The basis on which HHA determined the error or program abuses;
3. The remedies to be employed; and
4. The family's right to appeal the results through the [Grievance Hearings for Public Housing Residents](#) process, if applicable.

21.4 DE MINIMIS ERRORS

HHA 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 HHA 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.

HHA will take corrective action to credit or repay a family if the family was overcharged rent, including when HHA makes *de minimis errors* in the income determination. Families will not be required to repay HHA in instances where HHA miscalculated income resulting in a family being undercharged for rent.

21.5 FAMILY-CAUSED ERRORS AND/OR PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy 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 HHA to use incorrect information provided by a third party.

HHA will not reimburse the family for any overpayment of family share of rent when the family causes the overpayment.

21.5.1 Prohibited Family Actions

An applicant or resident family must not engage in any public housing program abuse, including but not limited to making a false statement to HHA and/or committing fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. Evidence of family program abuse includes but is not limited to:

1. Offering bribes or illegal gratuities to the HHA Board of Commissioners, employees, contractors, or other HHA representatives;
2. Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the HHA on the family's behalf;
3. Use of a false name or the use of falsified, forged, or altered documents;
4. Intentional misreporting of family information or circumstances (e.g., income, family composition);
5. Omitted facts that were obviously known by a family member (e.g., not reporting employment income);
6. Admission of program abuse by an adult family member;
7. Permitting the use of the subsidized unit as a residence for unauthorized individual(s) that have not been approved by HHA. Permitting the use of the subsidized unit address as a

mailing address for unauthorized individual(s) may be used by HHA as evidence of unauthorized occupants, which may be grounds for termination of assistance.

HHA may determine other actions to be program abuse based upon a preponderance of the evidence.

21.5.2 Applicant/Resident Penalties for Program Abuse

In the case of program abuse caused by a family, HHA may, at its discretion, impose any of the following remedies.

1. Require the family to repay excess subsidy amounts paid by HHA;
2. Require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit;
3. Deny or terminate the family's assistance (see [LEASE TERMINATIONS](#)); and/or
4. Refer the family for state or federal criminal prosecution.

21.5.3 Family Reimbursement to HHA

In the case of family-caused errors, program abuse, or resumption of minimum rent after a temporary hardship, the family will be required to repay all amounts due. HHA may, but is not required to, offer the family a repayment agreement. If the family fails to repay the amount due or refuses to enter into an offered repayment agreement, HHA may terminate the family's assistance.

21.6 DEBTS OWED TO HHA

Households must pay all debts owed to HHA regardless of whether a repayment agreement is offered.

21.6.1 Applicant Debt

When an applicant currently owes HHA money from a previous public housing residency, HCV program participation, or participation in any other subsidized housing program, they must fully repay the debt.

21.6.2 Resident Debt

Residents are required to reimburse HHA if they were charged less rent than required by HHA's rent formula due to the resident's underreporting or failure to report income. Families will be required to reimburse HHA for the difference between what the family share of rent should have been against the family rent that was charged and paid. This amount is referred to as *retroactive rent*. HHA will determine retroactive rent as far back as HHA has documentation of family reported income.

21.7 INCOME FRAUD

For purposes of this ACOP, income fraud is a family's failure to accurately report all household income as required by HUD and HHA. In cases of substantiated fraud/misreporting, HHA may terminate the household's tenancy and may file a civil and/or criminal action for recovery of overpayment of subsidy.

When unreported or misreported income has resulted in a balance owed to HHA, the family must repay the full amount owed or enter into a repayment agreement (if offered by HHA) as detailed in the section on [Repayment Agreements](#) within 30 days of receiving notice of the debt.

21.8 REPAYMENT AGREEMENTS

The term *repayment agreement* refers to a formal document signed by a resident and HHA in which a resident acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

All repayment agreements will be in writing and will be signed and dated by the head of household and HHA. Additionally, repayment agreements will include the amount owed, down-payment, monthly repayment payments and related time periods for such payments.

Where renegotiation of the terms of a repayment agreement is concerned, this may be at the family's request or by HHA. For example, if a family's income decreases, the family may request renegotiation, and if a family's income increases, HHA may initiate renegotiation of the repayment agreement.

The circumstances in which HHA will not enter into a payment agreement are, as follows:

1. If the family already has a payment agreement in place; or
2. If the amount exceeds the federal or state threshold for criminal prosecution.

21.8.1 Repayment Agreement Terms

The maximum length of time HHA will enter into a payment agreement with a family is three years. All payments are due by the close of business on the first day of the month. If the first does not fall on a business day, the due date is the close of business on the first business day after the first.

For all repayment agreements, the family must make a down payment equal to at least 20 percent of the amount owed; however, a family may make an initial payment beyond what HHA requires in order to reduce or eliminate the monthly repayment amount. The remaining balance of the debt must be paid within three years. However, HHA reserves the right to modify the maximum term or amount on a case-by-case basis. Terms may be renegotiated if a household's income increases or decreases.

If a family can provide evidence satisfactory to HHA that the threshold applicable to the family's debt would impose an undue hardship, HHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable and/or lengthen the time in which the debt must be paid. In making its determination, HHA will consider all relevant information, including the following:

1. The amount owed by the family to HHA;
2. The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control;
3. The family's current and potential income and expenses;
4. The family's current family share;
5. The family's history of meeting its financial responsibilities.

21.8.2 Late or Missed Payments

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by HHA, HHA will send the family a delinquency notice giving the family 15 calendar days to make the late payment.

If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and HHA will terminate assistance in accordance with the policies in this ACOP.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered.

21.8.3 Transfers and Repayment Agreements

If the family requests a transfer and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to move. Exceptions for families who are in arrears will be considered on a case-by-case basis and may take into account situations including but not limited to emergencies, reasonable accommodations and occupancy standards.

21.8.4 Limit on the Number of Repayment Agreements Allowed

HHA will not enter into more than one repayment agreement with a family. If there is a second incidence of unreported or underreported income, HHA will terminate the family's assistance in accordance with the policies in this ACOP. HHA may also pursue other modes of collection.

21.8.5 Consequences of Nonpayment/Default

If the family refuses to repay the debt, refuses to enter into an offered repayment agreement, or breaches a repayment agreement (including failure to make payments as required), HHA may terminate the family's assistance in accordance with HHA's termination policies and/or applicable program regulations. HHA may also pursue other modes of collection. HHA will not offer any HHA-sponsored amnesty or debt forgiveness programs.

If a family enters into a repayment agreement but does not make monthly payments as required, the family will only be considered in default if the debt is not repaid in full at the end of the six-month period (or HHA agreed-upon time as applicable).

If a family that is being terminated for failure to pay a debt in full, pays the entire debt in full on or before the date of the termination hearing, the family may be reinstated to the program.

21.9 CRIMINAL PROSECUTION

When HHA determines that program abuse has occurred by a resident or HHA staff and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, HHA will refer the matter to the appropriate entity for prosecution.

When the amount of overpaid assistance in federally funded programs meets or exceeds the federal threshold or \$25,000, whichever is lower, the case will also be referred to the HUD Office of Inspector General (OIG).

When the program abuse involves a criminal enterprise and/or multiple parties are involved, the case will be referred to the HUD OIG and/or the Texas Office of the State Inspector General.

Other criminal violations related to any subsidized housing program will be referred to the appropriate local, state, or federal entity.

21.10 RECOVERY OF FUNDS

If HHA enters 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, HHA may retain 100 percent of program funds that it recovers.

If HHA 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 HHA's grievance process.

21.10.1 Forfeited FSS Escrow

Under the FSS Final Rule, 24 CFR 984.305(f)(2) requires that forfeited FSS escrow funds be used by HHA for the benefit of FSS participants in good standing (as opposed to being returned to HAP or Operating Fund). See Notice PIH 2022-20 for more information.

21.11 PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

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.

21.11.1 PHAS Indicators

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. HHA's performance is based on a combination of all four indicators.

<p>Indicator 1: Physical condition of the PHA's projects</p>

Maximum Score: 40

- The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of safe, habitable dwelling units.
- To determine the physical condition of a PHA's projects, inspections are performed using the National Standards for the Inspection of Real Estate (NSPIRE). The inspections are performed by an independent inspector arranged by HUD and include a statistically valid sample of the units in each project in the PHA's public housing portfolio.

<p>Indicator 2: Financial condition of the PHA's projects</p>
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Maximum Score: 25

- The objective of this indicator is to measure the financial condition of the PHA's public housing projects for the purpose of evaluating whether the PHA has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.

- A PHA's financial condition is determined by measuring each public housing project's performance in each of the following sub-indicators: quick ratio, months expendable net assets ratio, and debt service coverage ratio.

Indicator 3: Management operations of the PHA's projects

Maximum Score: 25

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA's projects for the purpose of assessing the PHA's management operations capabilities.
- Each project's management operations are assessed based on the following sub-indicators: occupancy, tenant accounts receivable, and accounts payable.
- An onsite management review may be conducted as a diagnostic and feedback tool for problem performance areas, and for compliance. Management reviews are not scored.

Indicator 4: Capital Fund

Maximum Score: 10

- The objective of this indicator is to measure how long it takes the PHA to obligate capital funds and to occupy units.
- HHA's score for this indicator is measured at the PHA level and is based on the following sub-indicators: timeliness of fund obligation and occupancy rate.

21.11.2 PHAS Scoring

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the subindicators under each indicator. HHA's indicator scores are based on a weighted average of the PHA's public housing projects' scores. PHAS scores translate into a designation for each PHA as high performing, standard, substandard, or troubled.

HHA will post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and designation.

GLOSSARY OF TERMS AND DEFINITIONS

1. **Accessible.** The facility or portion of the facility can be approached, entered, and used by persons with disabilities.
2. **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.
3. **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, stalking and/or human trafficking.
4. **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.
5. **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.
6. **Applicant (applicant family).** A family that has applied for admission to a program but is not yet a participant in the program.
7. **As-paid states.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
8. **Assets.** (See *net family assets*.)
9. **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.
10. **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.
11. **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.
12. **Child.** A member of the family other than the family head or spouse who is under 18 years of age.
13. **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.

14. **Citizen.** A citizen or national of the United States.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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,
23. **Disability assistance expenses.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

24. **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.
25. **Disabled person.** See person with disabilities.
26. **Disallowance.** Exclusion from annual income.
27. **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.
28. **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; and/or
 - 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.
29. **Domicile.** The legal residence of the household head or spouse as determined in accordance with state and local law.
30. **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
31. **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.
32. **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; and/or
 - 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.
33. **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).
34. **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.
35. **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.
36. **Elderly person.** An individual who is at least 62 years of age.
37. **Eligible family (Family).** A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR.
38. **Employer identification number (EIN).** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.
39. **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).)
40. **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.)
41. **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.
42. **Fair Housing Act.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
43. **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.

44. **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:
 - 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, and 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.
- 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.

45. **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).

46. **Federal agency.** A department of the executive branch of the federal government.

47. **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.

48. **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.

49. **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.
50. **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.
51. **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)
52. **Gender identity.** Actual or perceived gender-related characteristics.
53. **Handicap.** Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)
54. **Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.
55. **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.
56. **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.
57. **Housing agency (HA).** See *public housing agency*.
58. **HUD.** The U.S. Department of Housing and Urban Development.
59. **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).
60. **Imputed asset.** An asset disposed of for less than fair market value during the two years preceding examination or reexamination.
61. **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.

62. **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.
63. **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.
64. **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.
65. **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.
66. **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.
67. **Individual with handicaps.** See *person with disabilities*.
68. **Jurisdiction.** The area in which the PHA has authority under state and local law to administer the program.
69. **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.
70. **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.

71. **Local preference.** A preference used by the PHA to select among applicant families.

72. **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.

73. **Minimum rent.** An amount established by the PHA of zero to \$50.

74. **Minor.** A member of the family household other than the family head or spouse, who is under 18 years of age.

75. **Mixed family.** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

76. **Monthly adjusted income.** One twelfth of adjusted income.

77. **Monthly income.** One twelfth of annual income.

78. **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.

79. **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.

80. **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.
 - a) 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.
 - b) 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:

- a) The value of necessary items of personal property;
 - b) 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);
 - c) 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;
 - d) 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;
 - e) 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;
 - f) 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.
 - g) Interests in Indian trust land;
 - h) Equity in a manufactured home where the family receives assistance under 24 CFR 982;
 - i) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
 - j) Family Self-Sufficiency Accounts; and
 - k) 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.

81. **Noncitizen.** A person who is neither a citizen nor national of the United States.

82. **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.

83. **Over-income family.** A family whose income exceeds the over-income limit.

84. **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.

85. **PHA Plan.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.
86. **Participant (participant family).** A family that has been admitted to the PHA program and is currently assisted in the program.
87. **Person with disabilities.** See **Definition of Disability** in the **FAIR HOUSING AND EQUAL OPPORTUNITY** chapter.
88. **Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.
89. **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.
90. **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.
91. **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
92. **Real property.** Has the same meaning as that provided under the law of the State in which the property is located.
93. **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.
94. **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.
95. **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).
96. **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*).
97. **Residency preference area.** The specified area where families must reside to qualify for a residency preference.
98. **Responsible entity.** For the public housing program, the PHA administering the program under an ACC with HUD.
99. **Secretary.** The Secretary of Housing and Urban Development.
100. **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.

101. **Section 8.** Section 8 of the United States Housing Act of 1937; refers to the housing choice voucher program.
102. **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.
103. **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))
104. **Sexual orientation.** Homosexuality, heterosexuality or bisexuality.
105. **Single person.** A person living alone or intending to live alone.
106. **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.
107. **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.
108. **Spouse.** The marriage partner of the head of household.
109. **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.
110. **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.
111. **Technological abuse.** An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, stalking and/or human trafficking 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
112. **Tenant.** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
113. **Tenant rent.** The amount payable monthly by the family as rent to the PHA.
114. **Total tenant payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities
115. **Unearned income.** Any annual income, as calculated under § 5.609, that is not earned income.
116. **Utilities.** Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.
117. **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.
118. **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.
119. **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.
120. **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 and/or human trafficking.
121. **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.
122. **Waiting list.** A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.
123. **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.

APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES

A. Policy Statement

1. The Houston Housing Authority (Housing Authority) is dedicated to ensuring that persons with disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide an accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.
2. A copy of the Housing Authority's Reasonable Accommodation Policy (Policy) shall be available at each public housing development and at the Housing Authority's Main Administrative Office at 2640 Fountain View Drive, Houston, Texas 77057, and online at www.housingforhouston.com.
3. The Housing Authority requests but does not require that the reasonable accommodation request form be completed. A letter may be completed by a knowledgeable third-party in lieu of the Housing Authority's reasonable accommodation form.

B. Legal Authority

1. This Policy is in compliance with the statutory authorities listed below:
 - a. Section 504 of the Rehabilitation Act of 1973 (Section 504);
 - b. Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
 - c. The Fair Housing Act of 1968, as amended (Fair Housing Act);
 - d. The Architectural Barriers Act of 1968;
 - e. 24 CFR Part 8 and 100;
 - f. Title VI of the Civil Rights Act of 1964; and
 - g. The Violence Against Women Reauthorization Act of 2022.

C. Monitoring

1. The Legal Compliance Officer is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy. The Legal Compliance Officer's contact information is provided below:

Legal Compliance Officer
Houston Housing Authority
2640 Fountain View Drive
Houston, Texas 77057
Phone: (713) 260-0353 TTY: 711

2. Each housing applicant shall be provided with a copy of either (1) the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations or (2) the Notice to Houston Housing Authority Housing Choice Voucher Program Applicants and Participants Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.

D. Definitions

1. *Individual with a disability* for reasonable accommodation purposes is defined as a person who has a physical and/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.
2. *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
3. A *reasonable accommodation* is defined as a change, modification, alteration or adaptation in a policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.
4. The definition of disability does not include any individual whose current use of alcohol would constitute a direct threat to property or the health or the safety of others. Additionally, this definition of disability does not include any individual who is engaging in an illegal drug related criminal activity or who is unqualified to participate in the public housing or other housing programs and activities in accordance with applicable Housing Authority policies and HUD regulations. Generally, individuals with a drug addiction that are engaged in and are able to evidence full participation in an appropriate treatment program are qualified to participate in HUD Housing programs.

E. Policy Application

1. This Policy applies to individuals with a disability participating in the following programs provided by the Housing Authority:
 - a. Applicants for public housing;
 - b. Applicants for the Housing Choice Voucher Program;
 - c. Residents of public housing developments;
 - d. Participants of the Housing Choice Voucher Program; and
 - e. Participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by the Housing Authority.
2. Because a reasonable modification involves a structural change made to existing premises, the Housing Authority is only able to consider requests for reasonable **modifications** on properties that it owns or controls. Accordingly, the Housing Authority

requires landlords to comply with disability laws.

F. Procedures

1. A person with a disability may request a reasonable accommodation during the application process, residency in public housing, or participation in the Housing Choice Voucher Program of the Housing Authority.
2. The person with a disability may submit all requests in writing, orally, or by any other equally effective means of communication. If the person with a disability is unable to submit a request in writing, the Housing Authority will assist the individual to reduce the request to written form.
3. The *Request for Reasonable Accommodation* (Request Form) is available at each public housing development, at the Housing Authority's Main Administrative Office, and online at www.housingforhouston.com.
4. Reasonable accommodation requests that are completed by requester and a knowledgeable third party may be submitted to the Legal Compliance Officer (LCO) in any of the following manners:
 - a. In person at the Housing Authority's main office at 2640 Fountain View Dr.
 - b. Via mail to:

Legal Compliance Officer
Houston Housing Authority
2640 Fountain View Dr.
Houston, TX 77057
 - c. Via email to 504ada@housingforhouston.com; or
 - d. Via fax to (713) 260-0808.
5. The Housing Authority will endeavor to enter into an interactive process with the requester in order to discuss the disability-related need for the requested accommodation and possible alternative accommodations, if any. While it is always the requester's choice to enter into an interactive process with the Housing Authority, 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 the Housing Authority.
6. Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by-case basis with the consideration of the disability and the needs of the person as well as the nature of the program or activity in which the person seeks to participate. Reasonable accommodation methods or actions that may be appropriate for a particular program and person may be found to be inappropriate for another program or individual.

G. Administrative Closure

1. If additional information or documentation is required, the Legal Compliance Officer will notify the requester in writing. If the LCO does not receive the requested information within twenty-one (21) calendar days from the date of the written request for information, the request for a reasonable accommodation will be administratively closed.
2. The administrative closure is not a denial. If the requester submits the requested

information after twenty-one (21) calendar days, the request for a reasonable accommodation will be reopened as of the date that requested information is received.

3. Administrative closures may occur but are not limited to the following reasons:
 - a. Failure to supply required information;
 - b. Requesting a modification to a property the HHA does not control or own;
 - c. Requesting specific location of a unit on a property the HHA does not control or own; and/or
 - d. If a request can be met through standard policies and/or regulations.
4. Since an administrative closure is not a denial of accommodation there will be no right to an informal hearing.

H. Decision

1. With receipt of all required supporting documentation, the LCO will issue a written determination on the request for a reasonable accommodation. Upon request, the written notification will be provided in an alternate format.
2. Notifications of approved reasonable accommodation requests will be forwarded to the appropriate staff to implement the accommodation. Notifications of denied reasonable accommodation requests will provide information on the procedures for appealing the determination.
3. If a request for reasonable accommodation is denied but an alternative accommodation is available, the Housing Authority will offer the requester the alternative accommodation and the date by which they must accept or decline.
4. If the requester makes a subsequent request for a different reasonable accommodation, such request will be processed as a new reasonable accommodation request.

I. Verification of Need for a Reasonable Accommodation

1. The Housing Authority may request documentation to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. The Housing Authority shall not require unnecessary information regarding the person's disability such as the specific disability or the nature or extent of the disability.
2. Once approved for a reasonable accommodation, persons with a verified need a reasonable accommodation must submit a new Request for Reasonable Accommodation on a biennial basis in order for the accommodation to be re-verified. For example, if a request was approved on June 1, 2023, the client will need to submit a renewal of their accommodation by June 1, 2025.
3. Verification of a person's disability may be submitted by a knowledgeable third party.

J. Guidelines for Denying Reasonable Accommodation Requests

1. Requested accommodations will not be approved if the person's disability is not verified, the individual is not a person with a disability, or the requested accommodation is not

necessary and reasonable based on the health care provider's responses.

2. Additionally, requested accommodations will not be approved if one of the following would occur as a result of the approval:
 - a. A violation of state and/or federal law;
 - b. A fundamental alteration in the nature of the public housing program;
 - c. An undue financial and administrative burden to the Housing Authority;
 - d. A structurally impracticable alteration; or
 - e. A housing unit alteration requires the removal or alteration of a load-bearing structural member.

K. Public Housing Development Resident Transfers

1. If the Legal Compliance Officer determines that a resident has a verified need for a modified unit, the Housing Authority may offer the resident the opportunity to transfer to an available unit with the required accessibility features.
2. If the resident rejects two (2) offers to transfer to an available unit with the necessary accessibility features, the resident's name will be placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms.
3. The Housing Authority is financially responsible for reasonable moving-related expenses incurred by the resident with the disability who needs to transfer to an accessible unit and the resident without a disability who needs to move out of the accessible unit. This obligation is part of the Housing Authority's duty to accommodate its residents with disabilities and provide accessible units with accessible features.

L. Right to Appeal Denial of Request for a Reasonable Accommodation

1. If the request for a reasonable accommodation is denied, the requester may file a written appeal of the determination by the Legal Compliance Officer.
2. The written appeal must be submitted to the Houston Housing Authority within fifteen (15) calendar days from the decision date in order to receive an informal hearing.
3. The Legal Compliance Officer shall attend all informal hearings and advise the requester and the Hearing Officer on the applicable laws, regulations, and policies that were used to render the denial of the request for a reasonable accommodation.
4. Applicants, residents, and participants may at any time exercise their right to appeal a Housing Authority decision through the local HUD office or the United States Department of Justice. The local HUD office's contact information is provided below:

U.S. Department of Housing and Urban Development
1301 Fannin Street, Suite 2200
Houston, Texas 77002
Phone: (713) 718-3199 TTY: 711
Fax: (713) 718-3225

APPENDIX B: LANGUAGE ASSISTANCE PLAN AND LIMITED ENGLISH PROFICIENCY (LEP) POLICY

A. Goals of the Language Assistance Plan

The goals of HHA's Language Assistance Plan include:

1. To ensure meaningful access to HHA's public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken;
2. To ensure that all LEP individuals are made aware that HHA will provide free oral interpretation services to facilitate their contacts with and participation in HHA programs;
3. To provide written translations of vital documents to LEP individuals in accordance with HUD's *safe harbor* guidelines;
4. To ensure that HHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals;
5. To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

B. LEP Individuals Who Need Language Assistance

Houston is an incredibly diverse community in which numerous LEP households reside. According to 2014 Census data, 46.9% of Houston's almost 2 million residents over the age of 5 speak a language other than English, including over at least thirty-nine (39) languages. The most frequently spoken non-English languages are Spanish, Vietnamese and Chinese.¹

The census data provides Poverty Status by language. Of those under the poverty level in Houston, 10.9% speak Spanish as seen in Table C16009. For the Houston MSA, 7.3% speak Spanish as highlighted in Table 1.

¹ Census ACS Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 years and over (2014 1 year estimate – Houston City).

Table 1: Languages spoken by those under the poverty level in Houston and the Metro Area

	Houston city, Texas		Houston-Sugar Land-Baytown, TX Metro Area		
	2014 1-year estimate		2012 1-year estimate		
	Estimate	Percent of Total	Estimate	Percent of Total	
Total:	2,036,207		5,656,109		
Income in the past 12 months below poverty level:	432,645	21.2%	880,549	15.6%	Requires written translation and oral interpretation
Speak only English	171,038	8.4%	405,718	7.2%	
Speak Spanish	221,933	10.9%	412,693	7.3%	
Speak other Indo-European languages	13,023	0.6%	20,302	0.4%	Requires oral interpretation only
Speak Asian and Pacific Island languages	14,333	0.7%	30,058	0.5%	
Speak other languages	12,318	0.6%	11,778	0.2%	

C. Types of Assistance Needed by LEP Persons

The majority of contacts between HHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with HHA Housing Specialists and Property Managers during the application process leading up to housing in public housing or the Housing Choice Voucher program (HCV), as well as periodic contacts between residents and HHA Public Housing Operations staff related to management, maintenance and lease compliance issues. Oral interpretation services may be needed for these contacts.

Other contacts involve the exchange and review of printed materials, some of which may be considered *vital documents*. HUD’s Final Guidance defines vital documents as: *any document that is critical for ensuring meaningful access to the recipients’ major activities and programs by beneficiaries generally and LEP persons specifically*. The list of documents considered vital by HHA includes the following for public housing and HCV as applicable:

1. Language Identification Form;
2. Initial and final application(s) for housing;
3. Appointment notices;
4. Consent forms;
5. Lease including lease addenda;
6. Lease compliance notices including notices to quit;
7. Termination notices;

8. Grievance and Conference hearing notices and procedures;
9. Recertification related forms and notices;
10. Inspection notices and results;
11. Rent simplification notices and schedules;
12. Rent change notices;
13. Transfer policies and procedures;
14. HCV family obligations.

HHA will periodically review and update this list to reflect those documents which are considered vital to applicants and/or residents. With respect to these vital documents, HHA will maintain each in all three threshold languages.

D. Language Assistance to be Provided

In order to promote equal access to HHA programs and services by LEP individuals, HHA will implement the following array of language assistance services. Except where noted, all actions will be implemented by January 1, 2013:

1. Identification of LEP Persons and Notices

Use of I Speak Cards: In order to help identify LEP individuals and determine the appropriate language assistance, HHA will post and make available I Speak Cards at its central office waiting room and HHA site based management offices. Applicants, public housing residents and HCV participants can use these cards to indicate their primary language. HHA staff at the point of entry will then make appropriate arrangements for interpretation services, generally using either a bi-lingual staff person or a telephone interpretation service.

Notices of Oral Interpretation Services: HHA will provide free access to either bi-lingual staff or telephone interpretation services for all contacts with LEP individuals. HHA will prominently post multi-lingual notices at its central office and HHA site based management offices and on its website which indicate that free oral interpretation services are available upon request.

Language Preferences of Residents and Applicants: HHA will ask applicants and residents, through the use of its language identification form, to identify their primary language at initial application (for new applicants) and at recertification (for existing residents/participants), and to identify their language preference for receiving written communications. The language identification form will also ask the applicant, resident/participant if translations services are necessary. This information will be included in the paper files and in the electronic record.

2. Language Assistance Measures

- a. **Oral Interpretation – Staff:** Where feasible, bi-lingual HHA staff will be deployed to communicate with LEP individuals in their native languages and to assist them in reviewing HHA materials, answering questions about HHA programs, and responding to HHA forms and information requests. Currently, HHA employs staff members who speak Spanish and Vietnamese, which are the non-English languages spoken most

- frequently by eligible persons served by HHA.
- b. **Oral Interpretation – Telephone Support:** HHA will use the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an I Speak card to signify that they speak a non-English language and a qualified staff person that speaks the appropriate language is unavailable. When these contacts involve review of HHA forms and procedures, HHA will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. HHA will only utilize interpretation services, which demonstrate a high degree of training and professionalization among the interpreter staff. HHA currently utilizes a service which provides 24/7 coverage, trained and certified interpreters, and coverage for 170 languages. HHA staff will be trained in how to access this service, which will be available as needed for LEP applicants, public housing residents or HCV participants.
 - c. **Oral Interpretation – In-Person Assistance:** In limited instances where telephone interpretation services or the use of bi-lingual HHA staff are determined insufficient to ensure meaningful access, HHA will provide qualified in-person interpretation services at no cost to the LEP individual(s) either through local Houston community organizations or through contracts with qualified and trained interpretations services. Examples of contacts where in person assistance is likely to be required includes termination hearings and evictions. Due to the considerable expense involved in providing in-person assistance, HHA will generally strive to use telephone assistance. If the LEP person does not wish to use HHA free interpretation services, the LEP person may provide their own qualified interpreters at their own expense; however, see below regarding use of family and friends as interpreters.
 - d. **Oral Interpretation – Use of Other Interpreters Not Provided by HHA:** As noted above, LEP individuals will be informed that HHA will provide them with free access to oral interpretation services via bilingual HHA staff or qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter, this will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters will generally be discouraged. Exceptions may be made where the contact with the LEP person is of a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues and the LEP person signs a release that indicates alternative services were offered and waived. Staff will be advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff has questions about the appropriateness of allowing family and friends as interpreters, they will consult with HHA's LEP Coordinator for guidance.
 - e. **Written Translation:** HHA will translate vital documents listed above into Spanish
 - f. **Communication with LEP Telephone Callers:** HHA will continue to provide English and Spanish options for its automated waiting list status line. For callers to HHA's office, recognizable languages including Spanish and Vietnamese will be transferred to bi-lingual HHA staff when available. If needed, HHA will attempt to place a three-party call to the oral interpretation telephone service to determine if the service is able to identify the language spoken and provide an interpreter.

3. Staff Training and Coordination

HHA will provide training on the LEP policy and required assistance actions under the Language Assistance Plan for employees. This will include:

- a. **Mandatory training:** A mandatory training will be scheduled for all employees to review the Language Assistance Plan elements, review new procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons. On an ongoing basis, periodic refresher training will be provided to staff who regularly interact with HHA clients.
- b. **Legal Compliance Officer:** HHA's Legal Compliance Officer is responsible for ongoing updating of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.

4. Providing Notice to LEP Persons

To ensure that LEP persons are aware of the language services available to them, HHA will take the following actions:

- a. **Post LEP notices in HHA's offices and on website:** As described above.
- b. **Incorporate multi-lingual messages into HHA outreach documents:** HHA will utilize standard messages in Spanish and Vietnamese on outreach materials and notices.
- c. **Inform resident associations of language assistance services.**

5. Monitoring and Updating the Language Assistance Plan

Every year, as part of HHA annual plan process, the LAP will be reviewed and updated, if needed. The review will assess:

- a. Whether there have been any significant changes in the composition or language needs of the LEP population in Houston;
- b. A review to determine if additional vital documents require translation;
- c. A review of any issues or problems related to serving LEP persons which may have emerged during the past year; and,
- d. Identification of any recommended actions to provide more responsive and effective language services.

Since it will be part of the agency's overall annual plan process, the annual LAP review and update process will facilitate public review and comment. HHA will also continue to utilize its annual resident survey to query residents about their LEP needs.

APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

A. Purpose and Applicability

1. The purpose of this policy is to implement the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the Houston Housing Authority (HHA) regarding domestic violence, dating violence, sexual assault, stalking and/or human trafficking. This policy shall be applicable to all of the federally-subsidized housing programs administered by the HHA and shall be part of the Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy by reference. Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation and will be applied consistent with all nondiscrimination and fair housing requirements.

Note: 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.

B. Goals and Objectives

1. The goals and objectives of the HHA's VAWA Policy are as follows:
 - a. Maintaining compliance with all applicable legal requirements imposed by VAWA;
 - b. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, stalking and/or human trafficking;
 - c. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, stalking and/or human trafficking;
 - d. Creating and maintaining collaborative arrangements between the HHA, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault, stalking and/or human trafficking; and
 - e. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, stalking and/or human trafficking affecting individuals assisted by the HHA.

C. Definitions

1. **Affiliated individual**, with respect to an individual, means:

- a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - b. Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking.
2. **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.
3. **Dating Violence** is 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 is determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
4. **Domestic Violence** includes felony or misdemeanor crimes of violence 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:
 - a. The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim;
 - b. A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner;
 - c. A person with whom the victim shares a child in common; and/or
 - d. A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction.
5. **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:
 - a. Restrict a person's access to money, assets, credit, or financial information;
 - b. Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; and/or
 - c. 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.
6. **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:

- a. 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).
 - b. 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).
7. **Perpetrator** means a person who commits acts of domestic violence, dating violence, sexual assault, stalking and/or human trafficking against a victim.
8. **Sexual Assault** is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent.
9. **Spouse or Intimate Partner** 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.
10. **Stalking** engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress.
11. **Technological Abuse:** an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, stalking and/or human trafficking 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:
 - a. Internet enabled devices;
 - b. Online spaces and platforms;
 - c. Computers;
 - d. Mobile devices;
 - e. Cameras and imaging programs;
 - f. Apps;
 - g. Location tracking devices;
 - h. Communication technologies; and/or
 - i. Any other emergency technologies.
12. **VAWA Self Petitioner** refers to noncitizens who claim to be victims of *battery or extreme cruelty*. Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, stalking and/or human trafficking. VAWA allows these noncitizens to self-petition

for Lawful Permanent Resident (LPR) status without the cooperation of or knowledge of their abusive relative

D. Notifications Provided

1. All applicants and tenants of all HHA Housing Programs will be provided HUD-5380, *Notification of Occupancy Rights Under the Violence Against Women Act (VAWA)* and HUD-5382, *Certification of Domestic Violence, Dating violence, Sexual Assault, or Stalking and Alternate Documents* at the following times:
 - a. At time of denial of assistance or admission;
 - b. At time of providing of assistance or admission;
 - c. At any eviction or termination; or
 - d. At recertification or lease renewal.
2. These forms will be provided in the applicable language, if necessary, in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

E. Admissions and Screening

1. **Non-Denial of Assistance.** The HHA will not deny assistance or admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, provided that such person is otherwise qualified for admission.
2. **Mitigation of Disqualifying Information.**
 - a. An applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, may request that the HHA take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling.
 - b. If requested by an applicant to take such mitigating information into account, the HHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence, dating violence, sexual assault, stalking and/or human trafficking and its probable relevance to the potentially disqualifying information.
 - c. The HHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence, dating violence, sexual assault, stalking and/or human trafficking.

F. Termination of Tenancy or Assistance

1. **VAWA Protections.**

- a. A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking and/or human trafficking if:
 - i. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant; and
 - ii. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, stalking and/or human trafficking.
- b. An incident of actual or threatened domestic violence, dating violence, sexual assault, stalking and/or human trafficking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

2. Limitations of VAWA Protections.

- a. Nothing in the above section limits the authority of the HHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, or the distribution or possession of property among members of a household.
- b. Nothing in the above section limits any available authority of the HHA to evict or terminate assistance to a tenant for any violation not based on an act of domestic violence, dating violence, sexual assault, stalking and/or human trafficking. However, the HHA will not hold a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking to a higher standard.
- c. Nothing in the above section limits the authority of the HHA to evict or terminate from assistance any tenant or lawful applicant if:
 - i. The HHA can demonstrate an actual and imminent threat to other tenants and/or staff if the tenant is not evicted or terminated from the assistance; and
 - ii. No other actions that could be taken to reduce the threat have been successful, including transferring the victim to a different unit, barring the perpetrator from the property, involving law enforcement, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

G. Verification of Domestic Violence, Dating Violence, Sexual Assault, Stalking and/or Human Trafficking

- 1. **Requirement for Verification.** Subject only to waiver as provided in paragraph D below, the HHA shall require verification in all cases where an individual requests protection against an action involving domestic violence, dating violence, sexual assault, stalking and/or human trafficking. Verification may be accomplished in one of three ways:

- a. Completing HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*;
 - b. Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, stalking and/or human trafficking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this policy; or
 - c. A police or court record provided to the HHA by federal, state, tribal, or local police or court record describing the incident or incidents in question.
2. **Time Allowed.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking and/or human trafficking, and who is requested by the HHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
 3. If the HHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, stalking and/or human trafficking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the HHA has the right to request that the tenant provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence will result in loss of protection under VAWA and this policy against a proposed adverse action.
 4. Waiver of verification requirement. With respect to any specific case, the HHA may waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the President & CEO. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

H. Non-Citizen Self-Petitioner Verification

1. Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.
2. Self-petitioners can indicate that they are in *satisfactory immigration status* when applying for assistance or continued assistance. *Satisfactory immigration status* means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, HHAs will make a final determination as to the self-petitioner's eligibility for assistance.

3. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR (Lawful Permanent Resident).
4. Once HHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, HHA will not request any additional information from the self-petitioner, other than what is required using the SAVE system to complete the verification.
5. When HHA receives a self-petition or INS Form 797 Notice of Action, the HHA will initiate verification in the SAVE System
6. Final determination from the SAVE System. HHA will receive one of the following confirmations:
 - a. The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected;
 - b. The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to the HHA any evidence of “battery or extreme cruelty.”
7. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR (Lawful Permanent Resident) status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the HHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

I. Emergency Transfer Plan

1. **Eligibility for Transfer.** In accordance with the Violence Against Women Act (VAWA) the HHA allows tenants who are victims of domestic violence, dating violence, sexual assault, stalking and/or human trafficking to request an emergency transfer from the tenant’s current unit to another unit, regardless of sex, gender identity, or sexual orientation. The ability of the HHA to honor such request for tenants currently receiving assistance may depend upon the following:
 - a. A preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, and
 - b. Whether the HHA has another dwelling unit available that is safe to offer the tenant for temporary or permanent occupancy.
2. **Requesting a transfer.**
 - a. To request an emergency transfer the tenant shall notify the HHA office and submit a written request for a transfer (HUD-5383). The tenant may submit the written request by any of the following methods: hand delivery to the HHA’s office at 2640 Fountain View Drive, via email to VAWA@housingforhouston.com, via fax to (713) 260-0376, or via mail: 2640 Fountain View Drive, Attention: Legal Compliance Officer, Houston, TX 77057. The HHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

- i. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the HHA's program; or
 - ii. A statement that the tenant was a victim of sexual assault and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
 - b. The HHA cannot guarantee that a transfer request will be approved or how long it will take to process the request. However, the HHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking to another unit, subject to availability and safety of a unit.
3. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.
4. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The HHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.
5. In cases where the HHA determines that the family's decision to move out of the HHA housing was reasonable under the circumstances, the HHA may wholly or partially waive rent and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
6. **Portability.** A Housing Choice Voucher (HCV) participant will not be denied portability to a unit located in another jurisdiction so long as the participant has complied with all other requirements of the HCV Program and,
 - a. has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking and,
 - b. who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
7. If the HHA has no safe and available units for which a tenant who needs an emergency is eligible, the HHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.
8. At the tenant's request, the HHA will assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, stalking and/or human trafficking that are attached to this plan.
9. **Safety and Security of Tenants.**
 - a. **Confidentiality.** The HHA will keep confidential any information that the tenant submits with a request for an emergency transfer, unless:

- i. The tenant gives the HHA written permission to release the information on a time limited basis or,
- ii. Disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, stalking and/or human trafficking against the tenant. Please see the *Notice of Occupancy Rights under the Violence Against Women Act* for more information about HHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, stalking and/or human trafficking.

- b. Throughout the request and transfer (if approved) process, the tenant is urged to take all reasonable precautions to be safe.
- c. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairment, please dial 1-800-787-3224 (TTY).
- d. Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's Sexual Assault Hotline at 800-656-HOPE (4673), or visit the online hotline at <https://ohl.rainn.org/online/>.
- e. Tenants may find additional resources at HUD's Help for Survivors page at <https://www.hud.gov/vawa#helpforsurvivors>.

J. Other Remedies

1. Lease Bifurcation

- a. The HHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance or occupancy rights to such member who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, stalking and/or human trafficking. In such a case, it does not matter that the perpetrator was a signatory to the lease and the victim is allowed to stay in the unit or on the program.
- b. In removing the perpetrator from the household, the HHA will follow all federal, state and local eviction procedures.
- c. If the evicted person was the eligible program participant in the household, the remaining tenants will be given 90 days from the date of bifurcation of the lease to:
 - i. Establish eligibility for the current program;
 - ii. Establish eligibility under another program; or
 - iii. Find alternative housing.

2. Efforts to Promote Housing Stability

- a. The HHA will make every effort that is feasible and permissible for victims to remain in their units or other units of the HHA and/or retain assistance. The HHA will bear the cost of any transfer, where permissible.

3. Relationships with Service Providers

- a. It is the policy of the HHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If the HHA becomes aware that an individual assisted by the HHA is a victim of domestic violence, dating violence, sexual assault, stalking and/or human trafficking, the HHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the HHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The HHA's annual Public Housing Agency Plan shall describe providers of shelter or services to victims of domestic violence with which the HHA has referral or other cooperative relationships.

K. Local Domestic Violence Services and Resources In Houston

1. Below is a non-exhaustive list of local domestic violence-related services and resources in the Houston/Harris County, Texas area. This section may be amended and revised periodically, as needed, without the need for approval from the HHA Board of Commissioners so that changes or updates to contact information may be promptly made whenever discovered.

a. Houston Area Women's Center

Domestic Violence Hotline: 713-528-2121

Toll Free Line: 800-256-0551

Rape Crisis Hotline: 713-528-7273

Toll Free Line: 1-800-256-0661

Office: 713-528-6798

TTY: 713-528-3625

b. Non-Residential Programs for Victims of Abuse

Legal Assistance – HPD/Family Violence Unit

Phone: 713-308-1100

Provides services for all domestic violence incidents that take place within the city limits. Will file charges and take statements in cases of domestic violence and provides short-term crisis counseling and referral. Women should be prepared to spend a minimum of 2-3 hours at unit. Witnesses can make statements in person

or they can write a statement and have it notarized for the survivor to take with them.

c. Harris County Constable's Office

Phone: 281-376-3472

Provides services for all domestic violence incidents that take place within the Constable's jurisdiction. Victim's assistance office will investigate all complaints of domestic violence and assist survivors with filing charges.

d. Harris County Sheriff's Family Violence Unit

Phone: 713-967-5743

Provides services for all domestic violence incidents that take place within the Sheriff's jurisdiction. Victim's assistance office will investigate all complaints of domestic violence and assist survivors with filing charges.

e. Aid to Victims of Domestic Abuse

Phone: 713-224-9911

f. Harris County DA's Office – Family Criminal Law Division

Phone: 713-755-5888

Prosecutes all forms of domestic violence and Title 6 Family Crimes (i.e., bigamy, criminal nonsupport, interference with child custody, etc.), files applications for Protective Orders, and provides crisis intervention counseling for victims of domestic violence.

g. YMCA International Services

Phone: 713-339-9015

Assists battered immigrant women who are interested in applying for residency. Provides services for victims of human trafficking.

APPENDIX D: GRIEVANCE POLICY

A. Definitions

1. **Tenant:** The adult person (or persons, other than a live-in aide):
 - a. Who resides in the unit, and who executed the lease with the Houston Housing Authority (HHA) as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - b. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
2. **Grievance:** Any dispute a Tenant may have with respect to an HHA action or failure to act in accordance with the individual Tenant's lease or HHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
3. **Complainant:** Any Tenant (as defined above) whose grievance is presented to the HHA (at the central office or the property management office) in accordance with the requirements presented in this policy.
4. **Elements of Due Process:** An eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - b. Right of the Tenant to be represented by counsel;
 - c. Opportunity for the Tenant to refute the evidence presented by the HHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - d. A decision on the merits of the case.
5. **Hearing Officer:** An impartial person or persons selected by the HHA, other than the person who made or approved the decision under review, or a subordinate of that person.

B. Applicability

1. In accordance with the applicable Federal regulations, this grievance policy shall be applicable to all individual grievances (as defined in Section 1 above) between Tenant and the HHA with the following exceptions:
 - a. Because HUD has issued a due process determination that the law of the State of Texas requires that a Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance policy shall not be applicable to any 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 the HHA;

- 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.
- b. The HHA grievance policy shall not be applicable to disputes between Tenants not involving the HHA or to class grievances. The grievance policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the HHA's Board of Commissioners.
 - c. The HHA grievance policy is not applicable to Tenants at Section 8 New Construction properties (Long Drive and Telephone Road).
 - d. The HHA grievance policy is not applicable to Non-Public Housing Over-Income (NPHOI) families.
- 2. This grievance policy is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations.
 - 3. Any changes proposed in this grievance policy must provide for at least thirty (30) day notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by HHA before any revisions are made to the grievance policy.

C. Grievance Process

- 1. **Informal Settlement Conference:** conference between the Tenant and the property manager to have an informal discussion and attempt to settle the grievance without a formal hearing.
- 2. **Formal Hearing:** if the decision issued by the property manager is not satisfactory to the Tenant, a formal hearing can be requested. A formal hearing is held before an independent hearing officer.

D. Informal Settlement Conference

- 1. Any grievance must be presented in writing to the management office of the development in which the complainant resides **within fifteen (15) calendar days after the grievable event.**
- 2. Grievances related to complaints about operational matters that are received by the HHA's central office will be referred to the management of the development in which the complainant resides.
- 3. As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that none of the exclusions in paragraph 2 above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the HHA's grievance policy, with the reason therefor.
- 4. If none of the exclusions cited above apply, the Tenant will be notified of an informal settlement conference appointment to be held **within fifteen (15) calendar days.** At

the informal settlement conference, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

5. In the event that the Tenant wishes to reschedule an informal settlement conference, a request must be submitted in writing at least 24 hours before the scheduled conference. The Request to Reschedule Hearing form is attached to this policy. An informal settlement conference will only be rescheduled one (1) time. The Tenant's failure to appear at the rescheduled conference will be considered a waiver of his/her rights to the grievance procedure.
6. Within **five (5) business days** following the informal settlement conference, the management office shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and the procedures by which a formal hearing under this policy may be obtained if the complainant is not satisfied. A copy of the summary shall also be placed in Tenant's file. A receipt signed by the complainant or signed statement by a management staff member that the summary was both delivered to the Tenant's unit and sent by first class mail, will be sufficient proof of time of delivery for the summary of the informal settlement conference.

E. Formal Hearing

1. If the complainant is dissatisfied with the outcome of the informal settlement conference, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five (5) business days after the summary of the informal discussion is received**.
2. If the complainant fails to request a formal hearing within five (5) business days after receiving the summary of the informal settlement conference, the decision rendered at the informal settlement conference becomes final and the HHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why she/he failed to timely request a formal hearing in accordance with this policy. Failure to request a grievance hearing does not affect the complainant's right to contest the HHA's decision in a court hearing.

F. Selecting the Hearing Officer

1. A grievance hearing shall be conducted by an impartial person or persons selected by the HHA, other than the person who made or approved the decision under review, or a subordinate of that person. The HHA has full time employees who will hear formal grievances. The hearing officer will not hear grievances in which they may have been involved in any capacity prior to the formal hearing.

G. Scheduling Formal Hearings

When a complainant submits a timely request for a grievance hearing, the manager will submit the formal hearing request, along with a copy of the informal settlement conference written

decision to the HHA. The request will be provided to the Hearing Officer, who will schedule the formal hearing.

Once the hearing has been scheduled, the complainant and the manager of the development in which the complainant resides shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by first-class mail.

The written notice will specify the time, place, and procedure governing the hearing, including how the Tenant can submit evidence for consideration.

In the event that the Tenant wishes to reschedule a formal hearing, a request must be submitted in writing at least 48 hours before the scheduled hearing. A formal hearing will only be rescheduled one (1) time. The Tenant's failure to appear at the rescheduled hearing will be considered a waiver of his/her rights to the grievance procedure.

H. Procedures Governing the Formal Hearing

1. The formal hearing shall be held before a hearing officer.
 - a. The hearing officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.
2. The complainant shall be afforded a fair hearing, which shall include:
 - a. The opportunity before the hearing, upon written request, to examine any HHA documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HHA does not make the documents available following such written request for examination from the complainant, the HHA may not rely on such documents at the grievance hearing. Requests to review documentation must be received in writing at least three (3) days prior to the scheduled hearing. The Tenant's failure to submit a timely request to review documentation will not result in a hearing being rescheduled except as described above.
 - b. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such representative make statements on the Tenant's behalf.
 - c. The right to a private hearing unless the complainant requests a public hearing.
 - d. The right to present evidence and arguments in support of the Tenant's complaint or to controvert evidence relied on by the HHA or management, and to confront and cross examine all witnesses upon whose testimony or information the HHA or management relies; and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. Hearing Format
 - a. Virtual Hearings: Formal hearings are primarily held virtually through Zoom. Tenants can choose to participate either by video or phone.

- i. The hearing officer will open the Zoom waiting room to allow the participant and the HHA representative to enter to begin the hearing. Both the HHA and the participant will be allowed fifteen (15) minutes to enter the Zoom waiting room to begin the hearing. If either party fails to enter the waiting room within fifteen (15) minutes of the scheduled hearing time, the absent party will have waived their right to a hearing.
 - b. If the participant experiences difficulties entering the videoconference waiting room at the time of their scheduled hearing, the participant may call the property management office to advise of their issue.
 - c. In-Person Hearings: Tenants who are unable to participate in a virtual hearing can request that an in-person hearing be scheduled. In-person hearings will be conducted at the HHA's office at 2640 Fountain View.
 - d. The HHA will ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act. HHA will make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all HHA's privileges, benefits, and services, including informal hearings.
4. At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and, thereafter, the HHA must sustain the burden of justifying the HHA action or failure to act against which the complaint is directed.
5. The hearing shall be conducted informally by the hearing officer. 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.
6. The hearing officer shall require the HHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to maintain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
7. The complainant or the HHA 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.
8. The HHA 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 policy must be in an accessible format. It is the Tenant's responsibility to advise the HHA at least 48 hours in advance of any reasonable accommodations needed for the hearing.

I. Failure to Appear at the Hearing

1. If the complainant or the HHA fails to check in (either to the Zoom waiting room for a virtual hearing or the HHA lobby, for in-person hearings) for their hearing within fifteen (15) minutes of their scheduled start time, they are considered to have failed to appear.
2. If the complainant or the HHA fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than **five (5) business days** or may make a determination that the party has waived the right to a hearing.
3. Both the complainant and the HHA shall be notified of the determination by the hearing officer. A determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the HHA's disposition of the grievance in court.
4. If the complainant failed to appear at the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the complainant must contact property management or the HHA in writing within 24 hours of the missed hearing, excluding holidays and weekends.
5. HHA will reschedule the hearing only if the complainant can show good cause for failure to appear. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the participant.

J. Decision of the Hearing Officer

1. The hearing officer shall prepare a written decision with the reasons for the decision **within fifteen (15) calendar days** after the hearing. A copy of the decision shall be sent to the complainant and the HHA.
2. The HHA shall retain a copy of the decision in the Tenant's file. A copy of the decision shall also be maintained on file by the HHA and made available for inspection by a prospective complainant, their representative, or the hearing officer.
3. The decision of the hearing officer shall be binding on the HHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the HHA's Board of Commissioners determines within ten (10) business days, and promptly notifies the complainant of its determination, that:
 - a. The grievance does not concern HHA's action or failure to act in accordance with or involving the complainant's lease or HHA regulations, which adversely affect the complainant's rights, duties, welfare, or status.
 - 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 between HUD and the HHA.
4. A decision by the hearing officer or Board of Commissioners in favor of the HHA or which denied the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

APPENDIX E: TIERED RENT TABLE

The tiered rent table for the public housing program is shown below. Additional tiered rent tables, where applicable, will reflect applicable flat rents and maximum tax credit rents.

Tier #	Income Tier Based on Gross Household Income	Rent (Total Tenant Payment)
1.	\$0 to \$1,999	\$50
2.	\$2,000 to \$3,999	\$50
3.	\$4,000 to \$5,999	\$93
4.	\$6,000 to \$7,999	\$140
5.	\$8,000 to \$9,999	\$187
6.	\$10,000 to \$11,999	\$233
7.	\$12,000 to \$13,999	\$280
8.	\$14,000 to \$15,999	\$327
9.	\$16,000 to \$17,999	\$373
10.	\$18,000 to \$19,999	\$420
11.	\$20,000 to \$21,999	\$467
12.	\$22,000 to \$23,999	\$513
13.	\$24,000 to \$25,999	\$560
14.	\$26,000 to \$27,999	\$607
15.	\$28,000 to \$29,999	\$653
16.	\$30,000 to \$31,999	\$700
17.	\$32,000 to \$33,999	\$747
18.	\$34,000 to \$35,999	\$793
19.	\$36,000 to \$37,999	\$840
20.	\$38,000 to \$39,999	\$887
21.	\$40,000 to \$41,999	\$933
22.	\$42,000 to \$43,999	\$980
23.	\$44,000 to \$45,999	\$1,027
24.	\$46,000 to \$47,999	\$1,073
25.	\$48,000 to \$49,999	\$1,120
26.	\$50,000 to \$51,999	\$1,167
27.	\$52,000 to \$53,999	\$1,213
28.	\$54,000 to \$55,999	\$1,260
29.	\$56,000 to \$57,999	\$1,307
30.	\$58,000 to \$59,999	\$1,353
31.	\$60,000 to \$61,999	\$1,400
32.	\$62,000 to \$63,999	\$1,447
33.	\$64,000 to \$65,999	\$1,493
34.	\$66,000 to \$67,999	\$1,540
35.	\$68,000 to \$69,999	\$1,587
36.	\$70,000 to \$71,999	\$1,633

Tier #	Income Tier Based on Gross Household Income	Rent (Total Tenant Payment)
37.	\$72,000 to \$73,999	\$1,680
38.	\$74,000 to \$75,999	\$1,727
39.	\$76,000 to \$77,999	\$1,773
40.	\$78,000 to \$79,999	\$1,820
41.	\$80,000 to \$81,999	\$1,867
42.	\$82,000 to \$83,999	\$1,913
43.	\$84,000 to \$85,999	\$1,960
44.	\$86,000 to \$87,999	\$2,007
45.	\$88,000 to \$89,999	\$2,053
46.	\$90,000 to \$91,999	\$2,100
47.	\$92,000 to \$93,999	\$2,147
48.	\$94,000 to \$95,999	\$2,193
49.	\$96,000 to \$97,999	\$2,240
50.	\$98,000 to \$99,999	\$2,287
51.	\$100,000 to \$101,999	\$2,333
52.	\$102,000 to \$103,999	\$2,380
53.	\$104,000 to \$105,999	\$2,427
54.	\$106,000 to \$107,999	\$2,473
55.	\$108,000 to \$109,999	\$2,520
56.	\$110,000 to \$111,999	\$2,567
57.	\$112,000 to \$113,999	\$2,613
58.	\$114,000 to \$115,999	\$2,660

APPENDIX F: OVER-INCOME LIMITS FOR 2025

The over-income limit is applied to a family's gross income, and is determined by the Very Low Income Limit—as established each year by the U.S. Department of Housing and Urban Development, or HUD—multiplied by 2.4.

The over-income limits for 2025 are below and were calculated by multiplying the 2025 Very Low Income Limits by 2.4 for each family size. Please note these amounts will change each year as HUD updates the Very Low Income limits.

Over-Income Limits for 2025

	Persons in Family							
	1	2	3	4	5	6	7	8
Very Low Income Limit x 2.4	\$84,960	\$97,080	\$109,200	\$121,320	\$131,040	\$140,760	\$150,480	\$160,200