

EAST HARTFORD HOUSING AUTHORITY

**ADMISSIONS
AND
CONTINUED OCCUPANCY
POLICY**

A.C.O.P.

**November 2015
Adopted**

Note: This plan (ACOP) also serves as our “Tenant Selection and Assignment Plan (TSAP)” because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

Table of Contents

		Page
SECTION 1	INTRODUCTION	1-1
1.	Mission Statement Overview	1-1
2.	Purpose of the ACOP	1-1
3.	Fair Housing Policy	1-2
4.	Reasonable Accommodation Policy	1-3
5.	Limited English Proficiency (LEP)	1-4
6.	Family Outreach	1-4
7.	Privacy Rights	1-5
8.	Equal Employment Opportunity	1-5
9.	Rules and Regulations	1-6
10.	Legal Jurisdiction	1-6
11.	Monitoring Program Performance	1-6
SECTION 11.	DEFINITION OF TERMS	2-1
1.	Adjusted Family Income	2-1
2.	Adult	2-2
3.	Annual Income	2-2
4.	Bifurcate	2-7
5.	Break-ins	2-7
6.	Child	2-7
7.	Child Care Expenses	2-7
8.	Child Custody	2-8
9.	Citizen	2-8
10.	Co-Head of Household	2-8
11.	Community Service and Self-Sufficiency Requirement	2-8
12.	Dating Violence	2-8
13.	Dependent	2-8
14.	Disability Assistance Expenses	2-8
15.	Disabled Person	2-8
16.	Displaced Family	2-9
17.	Domestic Violence	2-9
18.	Elderly Family	2-9
19.	Elderly Person	2-9
20.	Emancipated Minor	2-9
21.	Emergency	2-9
22.	Evidence of Citizenship or Eligible Immigration Status	2-9
23.	Familial Status	2-9

24.	Family Composition	2-10
25.	Felony	2-10
26.	Flat Rent	2-10
27.	Foster Children	2-11
28.	Full-time Student	2-11
29.	Handicapped Assistance Expense	2-11
30.	Handicapped Person and/or Disabled Person	2-11
31.	Hazardous Duty Pay	2-12
32.	Head of Household	2-12
33.	Hardship	2-12
34.	Immediate Family Member	2-13
35.	Infant	2-13
36.	Interim Redetermination of Rent	2-13
37.	INS	2-13
38.	Involuntary Displacement (if applicable)	2-13
39.	Live-in-Aide	2-14
40.	Lower Income Family	2-15
41.	Medical Expense	2-15
42.	Military Service	2-15
43.	Minimum Rent	2-15
44.	Minor	2-15
45.	Misdemeanor	2-15
46.	Mixed Family	2-15
47.	Monthly Adjusted Income	2-15
48.	Monthly Income	2-15
49.	National	2-16
50.	Near Elderly	2-16
51.	Net Family Assets	2-16
52.	Non-citizen	2-16
53.	Public Housing Agency (PHA)	2-16
54.	Recertification	2-16
55.	Reexamination Date	2-17
56.	Remaining Member of the Resident Family	2-17
57.	Single Person	2-17
58.	Spouse	2-17
59.	Stalking	2-17
60.	Standard Permanent Replacement Housing	2-18
61.	Temporarily Absent Family Members	2-18
62.	Tenant Rent	2-18
63.	Total Annual Family Income	2-18
64.	Total Tenant Payment (TTP)	2-18
65.	Utilities	2-19

66.	VAWA	2-19
67.	Very Low Income Family	2-19
68.	Wage Earner	2-19
69.	Welfare Assistance	2-19
SECTION III	APPLYING FOR ADMISSION	3-1
1.	How to Apply	3-1
SECTION IV	TENANT SELECTION PLAN	4-1
1.	Review for Completeness	4-1
2.	Preliminary Determination of Program Eligibility	4-1
3.	Waiting List Placement	4-1
4.	The Waiting List	4-2
5.	Use of the “Existing Tenant Search” Report in EIV	4-3
6.	Application Formal Verification	4-3
7.	Application Decision	4-3
8.	Reinstatement of Applicants to the Waiting List	4-4
9.	Opening of Waiting Lists	4-4
10.	Closing of Waiting Lists	4-4
SECTION V	MISSED APPOINTMENTS	5-1
1.	Process When Appointment(s) are Missed	5-1
2.	Letter Mailed to Applicants by EHHA	5-1
SECTION VI	MISSREPRESENTAION - APPLICANT/RESIDENT	6-1
SECTION VII	ADDISSION ELIGIBILITY AND CRITERIA	7-1
1.	Admission Eligibility	7-1
2.	Declaration of Citizenship & Financial Assistance	7-1
3.	Due Process Requirements	7-2
4.	Verification Information	7-2
5.	Purging the Waiting List	7-3
6.	Removal of Applicants from the Waiting List	7-3
7.	Adding People to the Application	7-4

SECTION V111	ELIGIBILITY VERIFICATION/DOCUMENTATION	8-1
1.	Social Security Numbers_____	8-1
2.	Citizenship/Eligibility Immigration Status_____	8-2
3.	Employer Identification Number (EIN)_____	8-3
4.	Additional Documentation_____	8-3
5.	Marriage Certificate_____	8-4
6.	References_____	8-4
7.	Separation/Divorce_____	8-4
SECTION IX	GROUND FOR DENIAL OF ADMISSION AND/OR TERMINATION	9-1
1.	Reason to Deny Admission or Termination of Lease_____	9-1
2.	Time Frames for Denial_____	9-2
SECTION X.	DENIAL OF ADMISSION & DUE PROCESS REQUIREMENTS	10-1
SECTION X1	ORIENTATION OF FAMILIES	11-1
1.	Lease Briefing_____	11-1
2.	Briefing Attendance Requirement_____	11-1
3.	Format of the Briefing_____	11-1
4.	Dwelling Lease Completion_____	11-2
SECTION XII	FEES AND NON-PAYMENT PENALTIES	12-1
SECTION XIII	ANNUAL INSPECTION OF UNITS	13-1
SECTION XIV	INSPECTION & ENTRY OF UNIT PROCEDURES	14-1
SECTION XV	TYPES OF INSPECITONS	15-1
1.	Move-in Inspections_____	15-1
2.	Move-out Inspections_____	15-1
3.	Annual Unit Inspections_____	15-1
4.	Preventative Maintenance (PM) Inspections_____	15-1
5.	Resident Relations Coordinator_____	15-1
6.	Special Inspections_____	15-1

7.	Emergency Inspections_____	15-2
8.	Housekeeping Inspections_____	15-2
9.	Transfer Inspections_____	15-2
SECTION XVI	DETERMINATION OF RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES _____	16-1
1.	Determination of Rent – Family Choice_____	16-1
2.	The Formula Method_____	16-1
3.	Hardship in Paying Minimum Rent _____	16-1
4.	Annual Reexamination_____	16-3
5.	Interim Redetermination of Rent_____	16-3
6.	Effective Dates of Interim Redeterminations of Rent _____	16-4
7.	Special Reexamination_____	16-4
8.	Community Service & Self-sufficiency Requirement _____	16-6
9.	Rent_____	16-6
10.	Adding People to the Lease_____	16-6
11.	The Flat Rent_____	16-7
SECTION XVII	TRANSFER POLICY _____	17-1
1.	Introduction_____	17-1
2.	PART 1 – Emergency Transfers - Overview_____	17-2
3.	Emergency Transfer – Policy_____	17-2
4.	Emergency Transfer Procedures - Policy_____	17-2
5.	Cost of Emergency Transfer – Policy _____	17-3
6.	PART II – EHHA Required Transfers – Overview _____	17-3
7.	Types of EHHA Required Transfers_____	17-3
8.	Adverse Action_____	17-5
9.	Cost of EHHA Required Transfer – Policy_____	17-5
10.	PART III – Tenant Requested Transfers – Overview _____	17-6
11.	Types of Tenant Requested Transfers – Policy_____	17-6
12.	Eligibility for Tenant Requested Transfers – Policy_____	17-7
13.	Tenant Requested Transfer – Offer Refusal – Policy_____	17-8
14.	Security Deposit_____	17-8
15.	Cost of Tenant Requested Transfer – Policy_____	17-9
16.	PART IV – Transfer Processing – Overview_____	17-9
17.	The Transfer List – Policy_____	17-9
18.	Transfer Offer – Policy_____	17-10
19.	Good Cause for Unit Refusal – Tenant Requested _____	17-11
20.	Re-Examination Date for Transfers – Policy_____	17-11
SECTION XVIII	ABANDONMENT POLICY _____	18-1

SECTION XIX	MOVE-OUT PROCEDURES	19-1
SECTION XX	LEASE TERMINATION AND EVICTIONS	20-1
1.	Reasons for Lease Termination & Eviction from Unit	20-1
2.	Absence of Entire Family from Unit	20-1
3.	Absence Due to Incarceration	20-1
SECTION XXI	GRIEVANCE PROCEDURES FOR TENANTS	21-1
1.	Right to a Grievance Hearing	21-1
2.	Definitions	21-1
3.	Procedures to Obtain a Hearing	21-2
4.	Procedures Governing the Hearing	21-4
5.	Decision of the Hearing Officer	21-4
SECTION XXII	SECURITY DEPOSIT – RETURN OF SECURITY DEPOSIT	22-1
1.	Security Deposit	22-1
2.	Return of Security Deposit	22-1
SECTION XXIII	OCCUPANCY GUIDELINES/STANDARDS	23-1
SECTION XXIV	COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION	24-1
SECTION XXV	PET POLICY	25-1
1.	Purpose	25-1
2.	Exclusions	25-1
3.	Pets in East Hartford Housing Authority Properties	25-1
4.	Application for Pet Permit	25-1
5.	Types and Number of Pets Allowed	25-2
6.	Financial Obligation of Resident	25-3
7.	Nuisance or Threat to Health or Safety	25-3
8.	Rules and Regulations	25-3
9.	Removal of Pets	25-4
SECTION XXVI	PROGRAM MANAGEMENT PLAN	26-1
1.	Organizational Plan	26-1

SECTION XXVII ADDITIONAL HA POLICIES AND CHARGES _____ 27-1

**SECTION XXVIII EAST HARTFORD HOUSING AUTHORITY
VIOLENCE AGAINST WOMEN ACT POLICY _____ 28-1**

1.	Purpose	28-1
2.	Definitions	28-1
3.	Notifications Regarding Applicable Provisions	28-2
4.	Policy Outline – Goals & Activities	28-3
5.	VAWA Mission Statement	28-3
6.	Certification and Confidentiality	28-3
7.	Appropriate Basis for Denial of Admission, Assistance or Tenancy	28-4
8.	Actions Against A Perpetrator	28-5
9.	Notice to Applicants and Tenants	28-6
10.	Reporting Requirements	28-6
11.	Conflict and Scope	28-6
12.	Amendment	28-6

STATEMENT OF POLICIES AND OBJECTIVES

SECTION I. INTRODUCTION

1. Mission Statement/Overview

The mission of East Hartford Housing Authority (EHHA) is to serve the citizens of East Hartford by providing affordable housing opportunities in a safe environment while revitalizing and maintaining neighborhoods with a strong urban core. EHHA will work with the community by forming effective partnerships to maximize social and economic opportunities for the low-income, very low-income, and extremely low-income families in EHHA's jurisdiction. EHHA's mission shall be accomplished by a fiscally responsible, creative organization committed to excellence in public service.

2. Purpose of the ACOP

The purpose of the Admissions and Continued Occupancy Policy (ACOP) is to establish policies for carrying out the public housing program in a manner consistent with local objectives and HUD requirements. This policy will help EHHA:

- A. Promote the overall goal of drug free, decent, safe, and affordable housing by:
 - (1) Insuring a social and economic mix of residents within each public neighborhood in order to foster social stability and upward mobility.
 - (2) Insuring the fiscal stability of EHHA.
 - (3) Insuring that EHHA properly admits and houses applicants and residents and lawfully denies admission or continued occupancy to applicants or residents whose presence in a public housing neighborhood is likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to EHHA employees.
 - (4) Insuring that elderly families can live in public housing as long as they are able to live independently and/or have someone help them live independently as in the case of a certified live-in aid.
- B. Facilitate the efficient management of EHHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of EHHA inventory and staff.

- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, sexual orientation, or lawful source of income.

EHHA is responsible for complying with all changes in HUD regulations pertaining to the public housing program. If such changes conflict with this ACOP, HUD regulations will have precedence. The original ACOP and any changes must be approved by the Board of Commissioners of EHHA and a copy provided to HUD.

3. **Fair Housing Policy**

It is the policy of EHHA to comply fully with all Federal, State, and local non discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

EHHA will not deny any family or individual the opportunity to apply for or receive assistance under the public housing program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, sexual orientation, or lawful source of income.

To further its commitment to full compliance with applicable Civil Rights laws, EHHA will provide Federal, State, and local information regarding discrimination and any recourse available to residents who believe they are victims of discrimination. Such information will be made available during the move-in briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the move-in packet and are available upon request at the front desk.

EHHA will provide training in fair housing requirements to staff on an annual basis. Staff will attend local fair housing training sponsored by HUD and other local organizations to keep current with new developments. Through this training, staff will be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including the necessity in providing reasonable accommodations to persons with disabilities. Fair housing posters are posted throughout EHHA offices in such a manner as to be easily readable from a wheelchair, including in the waiting room and interview rooms, and the equal opportunity logo will be used on all outreach materials.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities will be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because EHHA's facilities are inaccessible to or unusable by persons with disabilities.

EHHA's administration office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number ((800) 545-1833 ext. 216).

4. **Reasonable Accommodations Policy**

It is the policy of EHHA to be service-directed in the administration of our housing programs and to exercise and demonstrate a high level of professionalism while providing housing services to families.

An applicant/resident with a disability must first ask for a specific change to a policy or practice as an accommodation of his/her disability before EHHA will treat a person differently than anyone else. EHHA's policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request and verification, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities. This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy including when a family initiates contact with EHHA, when EHHA initiates contact with a family (including when a family applies), and when EHHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the applicant/resident must first certify (if apparent) or verify (if not apparent) that he/she is a person with a disability under the following ADA definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment

{Note: This is not the same as the HUD definition used for purposes of determining allowances.}

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any alcohol/drug dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitation would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, EHHA will require that a reliable, knowledgeable, third party professional provide written verification that the person needs the specific accommodation due to their disability and the change is required for him/her to have equal access to the housing program.

If EHHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

EHHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review EHHA's decision.

A reasonable accommodation will be made for a person with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

EHHA utilizes organizations which provide assistance for hearing and sight impaired persons when needed.

5. **Limited English Proficiency (LEP)**

EHHA will comply, without unduly burdening the agency, with Executive order 13166 hereafter referred to as Limited English Proficiency (LEP). EHHA will develop and implement a system to provide required services so LEP persons can have meaningful access to those services. EHHA will attempt to assist LEP families by providing direction, information, and/or access to an interpreter. Any request for an interpreter must be made in writing.

6. **Family Outreach**

EHHA will publicize and disseminate information to make known the availability of housing assistance and related services for low-income families on a regular basis. When EHHA's waiting list is open, EHHA will publicize the availability and nature of housing assistance for low-income families in a newspaper of general circulation, minority newspaper, the agency's website, surrounding housing authorities and by other suitable means as stated in EHHA's Affirmative Fair Housing Marketing Plan. Notices will be provided in both English and Spanish as they are the predominant languages spoken in the community.

EHHA will communicate the status of housing assistance availability to other service providers in the community and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

When publicizing housing opportunities, any notice must:

1. Advise families that Pre-applications will be available at the designated office and by other suitable means, including the dates and times applications will be accepted;
2. Briefly describe the housing program.

Special outreach will be made to the elderly and persons with a disability by coordinating activities with specialized agencies and programs.

7. **Privacy Rights**

Applicants and residents, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

EHHA's policy regarding release of information is in accordance with State law which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability will be kept confidential. The personal information will not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the resident or his/her legal representative.

EHHA's practices and procedures are designed to safeguard the privacy of applicants and residents. All applicant and resident files will be stored in a secure location which is only accessible by authorized staff.

EHHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action in accordance with the EHHA Personnel Policy.

8. **Equal Employment Opportunity**

EHHA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in a newspaper or general circulation and by other suitable means. All EHHA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

9. **Rules and Regulations**

This Admissions and Continued Occupancy Policy is set forth to define the EHHA's local policies for the operation of the housing programs in the context of Federal and State Laws and Regulations. All issues related to the Public Housing Program, State Moderate Income Program, State Elderly Housing Program and/or Section 8 Substantial Rehabilitation Program not addressed in this document are governed by such State and Federal Regulations, Memos, Notices and guidelines, or other applicable law.

10. **Legal Jurisdiction**

The jurisdiction of EHHA is the Town of East Hartford.

11. **Monitoring Program Performance**

In order to ensure quality control, supervisory staff will audit the following functions:

HUD Minimum PHA quality control Universe scale of new applications
HUD Minimum PHA quality control Universe scale of reexaminations
HUD Minimum PHA quality control Universe scale of recertifications

2/18/09

SECTION II. DEFINITION OF TERMS

Section 24 CFR 913.102 Definitions effective from time to time are incorporated by reference as if fully set out herein. Copies of this regulation are available in EHHA administration office.

1. **Adjusted Family Income** – Adjusted income means annual income less the following deductions:
 - A. \$480 for each dependent;
 - B. \$400 for any elderly family or disabled family;
 - C. For any family that is not an elderly family or disabled family but has a member (other than the head of household or spouse) who is a person with a disability, disability assistance expenses in excess of three percent of annual income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities;
 - D. For any elderly family, disabled family, or family in State Moderate Housing,
 - (1) That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of annual income;
 - (2) That has disability assistance expenses greater than or equal to three percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C of this section, plus an allowance for medical expenses that is equal to the family's medical expenses;
 - (3) That has disability assistance expenses that are less than three percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three percent of annual income; and
 - E. Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in annual income. The maximum allowance for unlicensed/unregistered child care is \$100.00 per week per child.

2. **Adult** – An adult is a person who has reached his/her 18th birthday, or who has been relieved of the disability of non-age by the juvenile court. Only persons who are adults will be eligible to enter into a lease agreement for occupancy.
3. **Annual Income** -
 - A. Annual income means all amounts, monetary or not, which:
 - (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - (3) Which are not specifically excluded in paragraph C of this section.
 - (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
 - B. Annual income includes, but is not limited to:
 - (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph B (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income will include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

- (4) The full amount of periodic amounts received from Social Security (including Social Security payments to minors), annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph C(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph C(3) of this section);
- (6) Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income will consist of:
 - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph will be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph C (7) of this section).

C. Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph B (5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (a) Amounts received under training programs funded by HUD;
 - (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
 - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);

- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) For public housing only:
 - (a) The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437), or any comparable Federal, State, or local law during the exclusion period.
 - (b) For purposes of this paragraph, the following definitions apply:
 - (i) Comparable Federal, State or local law means a program providing employment training and supportive services that—
 - (A) Is authorized by a Federal, State or local law;
 - (B) Is funded by the Federal, State or local government;
 - (C) Is operated or administered by a public agency; and
 - (D) Has its objective to assist participants in acquiring employment skills.
 - (ii) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member began the first job acquired by the family member after completion of such a program that is not funded by public housing assistance under the 1937 Act. If the family is terminated from employment with good cause, the exclusion period will end.
 - (iii) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;

Effective 10/1/99, the above-referred-to income exclusion has been eliminated unless currently in use by residents, in which

case said residents shall continue with above-referred-to income exclusions.

The following is a substitution of a public housing 12-month earned income disregard:

Prohibits public housing tenant rent increases as a result of increased income due to employment during the 12-month period beginning on the date the employment began, when the earned income increases is the result of a family member who (1) was unemployed for at least 12 months, (2) is participating in a self-sufficiency program or job training program, or (3) is, or was in the past 6 months, receiving welfare. During the year after the 12-month period, there is a phase-in of not more than 50 percent of the amount of the total rent increase that otherwise would be applicable.

- (14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Note: If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a Redetermination at the end of the shorter period.

Residents that receive lump-sum payments that are included as income and fall in the categories listed above, (*excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)*), must report the income to the Housing Coordinator as soon as possible but no later than ten (10) business days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after EHHA notifies the family of the amount due.

Unreported Income: If a Resident fails to report income the tenancy may be terminated under the terms of EHHA's lease. The Resident will be obligated to pay the application portion of the rent for any and all unreported income. The Resident will be billed for the amount due to EHHA and the amount will be payable the 1st day of the 2nd month following the month in which the change was reported. If the payment cannot be made in one payment, the Resident may request EHHA to approve a repayment schedule. Any Repayment Agreement must be in writing and signed by the Resident and an EHHA representative.

4. **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 member's lease and occupancy rights are allowed to remain intact.
5. **Break-ins** – Break-ins mean bona fide attempts at burglary which are reported to the police department and are subject to verification by written police reports.
6. **Child** – A member of the family, other than the family head or spouse, who is under 18 years of age.
7. **Child Care Expenses** – Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in annual income.

Allowable deductions for child care expenses are based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

Amount of Expense: Licensed/registered or otherwise regulated child care providers will provide a signed statement of childcare expenses. The maximum allowance for all other child care is \$100.00 per week per child.

8. **Child Custody** – An applicant/occupant family who does not have full custody of a child/children may only claim a child as dependent by the following:
 - A. The applicant/occupant must have primary custody of the child (51 or more percent of the time) or will not receive the child dependent deduction.
 - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant.

Note: The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).
9. **Citizen** – A citizen or national of the United States.
10. **Co-Head of Household**- An individual in the household who is equally responsible for the lease with the head of household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent. Partners of Same-Sex Civil Unions will be considered co-heads for the purpose of this plan.
11. **Community Service and Self-Sufficiency Requirement** – Every adult (18 years or older) public housing resident (unless exempt) is required to contribute eight (8) hours per month community service or to participate in a self-sufficiency program as part of HUD CSSR Requirement.
12. **Dating Violence** – The term “*dating violence*” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The Length of the relationship
 - b. The type of relationship
 - c. The frequency of interaction between the persons involved in the relationship
13. **Dependent** – A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.
14. **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 family member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
15. **Disabled Person** – (See Handicapped Person)

16. **Displaced Family** – A person, or family (includes members in the unit at the time of placard) displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally pursuant to disaster relief laws.
17. **Domestic Violence** – Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
18. **Elderly Family** – A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.
19. **Elderly Person** – A person who is at least sixty-two (62) years of age.
20. **Emancipated Minor** – A person under the age of eighteen (18) that a court has ruled to be an adult (usually a minor parent with a child). An emancipated minor is considered an adult.
21. **Emergency** – The condition appears to constitute an immediate threat to the health or safety of residents.
22. **Evidence of Citizenship or Eligible Immigration Status** – The documents which must be submitted to evidence citizenship or eligible immigration status (Reference 24 CFR 5.508 (b)).
23. **Familial Status** – A single pregnant woman and individuals in the process of obtaining custody within a twelve-month period of any individual who has not attained the age of 18 years or an adult with a disability may be given the choice of requesting a one-bedroom unit or a two-bedroom unit. Applicants in this situation will be placed on the waiting list of their choice. Once the child is born and/or the custody is obtained, the family will qualify for a two bedroom unit and authorized to transfer as outlined in Section XVII: Transfer Policy if they are occupying a smaller unit. An applicant may request to be placed on the proper size waiting list at any time. Dependent deduction will not be given until the family notifies EHHA and submits the proper documentation that the birth and/or custody has occurred.

24. **Family Composition** – The term “*family*” as used in this policy means:

The applicant must qualify as a family. A family may be a single person or a group of persons who are related by blood, marriage, or by operation of law. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

A family includes a family with a child or children. A group of persons consisting of two or more elderly persons or persons with a disability living together, or one or more elderly persons or persons with a disability living with one or more live-in aides is a family. EHHA determines if any other group of persons qualifies as a family.

A single person family may be:

An elderly person

A displaced person

A person with a disability (Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.)

Any other single person. (i.e. near-elderly, remaining member of a Resident family)

A child/children who are temporarily away from home because of placement in foster care are considered to be a member of the family for the purpose of determining unit size. This provision only pertains to the foster child’s temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

Note: Verification of a 3rd party social services agency will be sufficient verification of a minor in the household not related by blood, marriage or operation of law.

By definition, a family must contain an adult of at least 18 years of age to enter into a contract and capable of functioning as the head of household. *Note: If any individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease.*

25. **Felony** – A serious crime, as murder, rape, or burglary, punishable by incarceration for more than one year.
26. **Flat Rent** – 100% of the Fair Market Rent as published by the Department of Housing and Urban Development for the metropolitan Statistical Area in which the unit is located.

27. **Foster Children** – With the prior written consent of EHHA, a foster child may reside on the premises. The factors considered by EHHA in determining whether or not consent is granted may include:
- A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - B. EHHA’s obligation to make reasonable accommodation for persons with disabilities/handicaps.
28. **Full-time Student** – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
29. **Handicapped Assistance Expense** – Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
30. **Handicapped Person and/or Disabled Person** – A person having a physical or mental impairment which:
- A. Is expected to be of long-continued and indefinite duration,
 - B. Substantially impedes his/her ability to live independently, and
 - C. Is of such a nature that such disability could be improved by more suitable housing conditions.

Note: All three conditions must be met to qualify as handicapped. A person is handicapped who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7), or is handicapped as defined below:

Section 223 of the Social Security Act defines disability as:

(1) “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 twelve (12) months; or

(2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of “blindness” as defined in Section 416(I)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.”

Section 102(7) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

“A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

- D. No individual will be considered a person with disabilities solely on the basis of any drug and/or alcohol dependence.
31. **Hazardous Duty Pay** – Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
32. **Head of Household** – The adult member of the family who is the head of the household for purposes of determining income eligibility and rent and has the legal capacity to enter into a lease under state/local law. Emancipated minors who qualify under the state law will be recognized as head of household. The head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
33. **Hardship** – when a family has no income as a result of one of the following conditions:
- A. When the family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State or local assistance program. There shall be no hardship as a result of family’s noncompliance with the conditions of public assistance or where public assistance is decreased due to an act of fraud by a member of a covered family.
 - B. When the family would be evicted as a result of the imposition of the Minimum Rent Requirement.
 - C. When the family income has decreased due to a change in circumstances, including loss of employment.

34. **Immediate Family Member** – The term “*immediate family member*” means, with respect to a person:
- A. A spouse, parent, brother, or sister or child of that person or an individual to whom that person stands in the position or place of a parent; or
 - B. Any other person living in the household of that person and related to that person by blood or marriage.
35. **Infant** – A child under the age of two years.
36. **Interim Redetermination of Rent** – Changes of rent between admissions and annual reexaminations.
37. **INS** – The U.S. Immigration and Naturalization Service
38. **Involuntary Displacement (if applicable)** – Families that meet the definition of involuntary displacement may qualify for a preference in the selection of applicants for admission to public housing.
- A. An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:
 - (1) A disaster, such as a fire or flood, that results in the uninhabitability of an applicant’s unit;
 - (2) Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program; or
 - (3) Action by a housing owner that results in an applicant’s having to vacate his or her unit, where:
 - (a) The reason for the owner’s action is beyond an applicant’s ability control or prevent;
 - (b) The action occurs despite an applicant’s having met all previously imposed conditions of occupancy; and
 - (c) The action taken is other than a rent increase.
 - B. An applicant also is involuntarily displaced if –
 - (1) The applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant’s family by a spouse or other member of the applicant’s household; or
 - (2) The applicant lives in a housing unit with such an individual who engages in such violence.

For purposes of this paragraph, the actual or threatened violence must, as determined by the EHHA in accordance with HUD's administrative instructions, have occurred recently or be of a continuing nature. The applicant must provide documentation of such actual or threatened violence (i.e. police reports, domestic abuse counselor verification)

- C. For purposes of paragraph A(3) of this section, reasons for an applicant's having to vacate a housing unit include, but are not limited to conversion of an applicant's housing unit to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market. Such reasons do not include the vacating of a unit by a resident as a result of actions taken because of the resident's refusal –

(1) To comply with applicable program policies and procedures under this title with respect to the occupancy of under occupied and overcrowded units or

(2) To accept a transfer to another housing unit in accordance with a court degree or in accordance with such policies and procedures under a HUD-approved desegregation plan.

39. **Live-in-Aide** – A capable person certified in writing by a reliable, knowledgeable third party professional and who resides with an elderly, disabled, or handicapped person or persons and who:

A. Is determined by EHHA to be essential to the care and well-being of the person(s); and

B. Is not obligated for support of the person(s); and

C. Would not be living in the unit except to provide supportive services. The income of a live-in-aide that meets these requirements is not included as income to the resident family.

Note: A live-in aide must meet all the above criteria and be approved, in advance, by EHHA and meet screening requirements for public housing occupancy. Live-in aides are not subject to the non-citizen rule requirement and will not be considered as a remaining member of the resident family. Verification of the live-in aide necessity must include hours the care will be provided.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

EHHA 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 a disability. Approval of a live-in aide for a reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this Admissions and Continued Occupancy Policy.

At any time, EHHA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

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

The person commits drug-related criminal activity or violent criminal activity; or

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

40. **Lower Income Family** – A family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.
41. **Medical Expense** – Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. In order to anticipate, historical information over the past year may be used.
42. **Military Service** – Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
43. **Minimum Rent** – Families assisted under the Public Housing Program are required to pay a monthly “minimum rent” of \$50. Families assisted under Section 8 Substantial Rehabilitation are required to pay a monthly “minimum rent” of \$25.
44. **Minor** – A minor is a person under eighteen years of age. (An unborn child may not be counted as a minor for deduction purposes.)
45. **Misdemeanor** – An offense whose conviction carries a penalty of less than one year in jail.
46. **Mixed Family** – A family whose members include both those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
47. **Monthly Adjusted Income** – One-twelfth of adjusted annual income.
48. **Monthly Income** – One twelfth of annual income.

49. **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.
50. **Near Elderly** – A family whose head or spouse or “sole member” is at least fifty (50) years of age, but below the age of sixty-two (62).
51. **Net Family Assets** –
- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles will be excluded.
 - B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund will be counted when determining annual income under 24 CFR 5.609.
 - C. In determining net family assets, PHAs or owners, as applicable, will include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms.
- Owner has the meaning provided in the relevant program regulations. As used in this subpart, where appropriate, the term “owner” will also include a “borrower” as defined in 24 CFR part 885.
52. **Non-citizen** – A person who is neither a citizen nor national of the United States.
53. **Public Housing Agency (PHA)** – Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families. EHHA is a public housing agency.
54. **Recertification** – Recertification is sometimes called reexamination. The process of securing documentation which indicates that residents meet the eligibility requirements for continued occupancy, are in the appropriate size housing unit, and are paying the proper rent.

55. **Reexamination Date** – The date on which any rent change is effective or would be effective if required as a result of the annual reexamination of eligibility and rent.
56. **Remaining Member of the Resident Family** – The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

Any person who claims him or herself as a remaining family member will, in the event that EHHA declares him or her ineligible for remaining family member status, be entitled to the informal hearing process upon notice to him or her that he or she is not considered to be a remaining member of the family. This grievance process must be requested in writing within ten (10) days from the date of the departure of the head of household by the person requesting remaining family member status. In the interim time between the time of the request for the informal hearing process and the decision by the hearing officer, all rent which was due pursuant to the lease, will be deposited as use and occupancy. EHHA does not recognize the person as a resident by giving him or her the opportunity for a grievance hearing or by accepting use and occupancy payments. A remaining family member will not be considered to be a resident until such time as a new lease is executed by EHHA and the person granted resident status after the verification status.

57. **Single Person** – A person who lives alone, or intends to live alone, and who does not qualify as an elderly or near elderly family, or a displaced person, or as the remaining member of a resident family.
58. **Spouse** – A spouse is the legal husband or wife of the head of household.

For proper application of the non-citizens rule, the definition of spouse is: The marriage partner who, (in order to dissolve the relationship) would have to obtain a divorce. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

Partners of same-sex civil unions will be treated as co-heads of household.

59. **Stalking** – The term “*stalking*” means:
- A. To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or
 - B. To place under surveillance with the intent to kill, injure, harass or intimidate another person; and

- C. In the course of or because of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death 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
 - (3) The spouse or intimate partner of that person

60. **Standard Permanent Replacement Housing** – is housing:

- A. That is decent, safe, and sanitary;
- B. That is adequate for the family size; and
- C. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

61. **Temporarily Absent Family Members** – Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent and may be removed from the lease, excluding full-time students and military service.

62. **Tenant Rent** – The amount payable monthly by the family as rent or use and occupancy to EHHA. Where all utilities (except telephone) and other essential housing services are supplied and paid for by EHHA, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the EHHA and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance, except in the case of rent applications.

Note: The monthly rent that is payable by the resident must be paid in full; partial payments will not be accepted.

63. **Total Annual Family Income** – Total annual family income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of certain other types of income specified in this policy or by regulation.

64. **Total Tenant Payment (TTP)** – the total tenant payment (TTP) is the total amount the resident is required to pay for rent and utilities.

- A. For the Public Housing Program, the TTP must be the greater of:
- (1) 30% of family monthly adjusted income;
 - (2) 10% of family monthly income;
 - (3) Welfare rent (if applicable) in as-paid states; or
 - (4) \$50, which is the minimum rent set by EHHA
- or, by resident choice, the Flat Rent.
- B. For the Section 8 Substantial Rehabilitation Program, the TTP must be the greater of;
- (1) 30% of family monthly adjusted income;
 - (2) 10% of family monthly income;
 - (3) Welfare rent (if applicable) in as-paid states; or
 - (4) \$25, which is the minimum rent set by the State Department of Economic & Community Development (DECD) and adopted by EHHA.
65. **Utilities** – Utilities will include water, electricity, heat, garbage, and sewage services.
66. **VAWA** – Violence Against Women’s Act
67. **Very Low-Income Family** – A very low-income family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
68. **Wage Earner** – A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms “wage earner” and “worker” are used interchangeably.
69. **Welfare Assistance** – Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

11-2015

SECTION III. APPLYING FOR ADMISSION

1. How to Apply:

Families wishing to apply for housing will complete an application. Applications will be accepted at: 546 Burnside Avenue, East Hartford, CT 06108. Said application shall include an “Authorization” form giving consent to EHHA to obtain information from the following sources, including, but not limited to:

Previous landlords (including Public Housing Agencies), court and post offices, schools and colleges, law enforcement agencies, adult criminal conviction records from the National Crime Information Center, drug abuse treatment facilities, parole officers, probation officers, court records, clinics, physicians, medical and child care providers, retirement systems, utility companies, past and present employers, governmental agencies, State Unemployment Agencies, U.S. Social Security Administration, support and alimony providers, U.S. Department of Veterans Affairs, banks and other financial institutions and credit providers and credit bureaus.

Applications are taken to compile a waiting list. Due to the demand for housing in EHHA’s jurisdiction, the EHHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the information will be verified by the EHHA when applicant’s name approaches the top of the waiting list.

Applications may be made in person at the EHHA office located at 546 Burnside Avenue, East Hartford, CT, Monday through Friday, from 8:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. Applications will be mailed to interested families upon request but must be returned either in person or via mail postmarked by stated deadline (when applicable). Applications can also be obtained on EHHA website at ehhousing.org however, must be returned in person by the stated deadline (when applicable) or via mail, post marked by any applicable deadline.

The **completed** application will be dated and time-stamped upon its return to the EHHA.

Individuals who have a physical impairment which would prevent them from completing an application in person may call the EHHA to make special arrangements to complete their application. A telecommunication Device for the Deaf (TDD) is available for persons with a hearing impairment. (800) 545-1833 ext. 216.

The application process will involve two phases. The first is the “initial” application for assistance. This first phase results in the family’s placement on the waiting list.

The second phase is the “final determination of eligibility”. The EHHA will ensure that verification of all State, HUD, and EHHA eligibility factors are current in order to determine the family’s final eligibility for admission in accordance with the section below titled Application Processing.

SECTION IV. APPLICATION PROCESSING

In general, applications will be processed in accordance with the following steps:

1. **Review for Completeness**

Applications will first be reviewed for completeness. Incomplete applications will be returned to the applicant and will not be evaluated until all of the required information has been provided. **All completed applications will be date and time stamped** and shall be treated as confidential information.

2. **Preliminary Determination of Program and Project Eligibility**

When there are more applicants on the waiting list than units currently available, completed applications will be reviewed to determine whether applicants are eligible for assistance (program eligibility) and whether applicants are eligible to reside in this specific project/property (project eligibility). EHHA Management will make a preliminary determination of eligibility, based on the applicant's self-certified statement as to his or her income, assets, family characteristics, age, and disability status, and any other circumstances that affect family eligibility, including, but not limited to, the requirement for disclosure of social security numbers, and citizenship and immigration status. Applications determined ineligible, pursuant to program guidelines and project requirements, will be rejected in accordance with procedures outlined in this Tenant Selection Plan. Applicant will be notified of the status of his/her application in accordance with procedures outlined in this Tenant Selection Plan.

3. **Waiting List Placement**

Once a fully completed application is determined to meet income eligibility requirements and the household composition is determined appropriate for a unit at the development, the applicant will be placed on the waiting list(s) chronologically according to the date and time of the completed, accepted application.. Assignment to a position on the waiting list will be based on this preliminary determination and will be formally verified as the applicant's name advances on the waiting list. (Note: If the anticipated duration on the waiting list is less than 120 days, formal verification will be required immediately.) The applicant will be placed on the waiting list, by date of receipt, within the correct priority category, where applicable.

4. **The Waiting List**

The waiting list will include the following:

- (a) Date and time the applicant submitted the application;
- (b) Name of head of household;
- (c) Gross annual income level (used to estimate levels for income-targeting, as applicable);
- (d) Identification of the need for an accessible unit, including the need for accessible features and unit for visual or hearing impairment; and,
- (e) Unit size.

The waiting lists will be maintained in a 3-ring binder, or file cabinet folder, in computerized form, separated by bedroom size. The waiting list, prior to the annual update, will be maintained for three years.

Whenever a change is made in the waiting lists, or any action taken, a notation will be made on the waiting lists

Waiting lists will be organized by bedroom size. A separate list is required for every unit size.

Each applicant must be placed on the appropriate waiting list(s) chronologically according to the date and time of the completed application.

If an applicant is eligible for tenancy, but no appropriately sized unit is available, the Agent will place the family on a waiting list for the project. Households that are eligible for more than one size of unit (by bedroom size) may choose to be placed on multiple waiting lists as appropriate and the Agent will respect the bedroom size option chosen by the applicant unless such choice violates the state sanitary code, other applicable laws, or the development Occupancy Policy.

Management recognizes the importance of providing accessible units to applicants and residents who need the features of an accessible unit. All applicants will be considered in the order on the unit-size waiting list. When an applicant family requires an accessible unit Management will offer the applicant family the option of an accessible unit or to remain at the top of the list until an accessible unit is available.

EHHA's records will indicate the date the applicant is placed on the waiting list and the date and time of selection from the waiting list. The application must be kept as long as the individual remains on the waiting list and in the resident's file if he/she becomes a resident for the duration of the tenancy and for three years after the resident leaves the unit. If the applicant is taken off the waiting list, all other records, including the application, initial rejection notice, applicant reply, copy of the owner's final response and all documentation supporting the reason for removal from the list must be retained for a period of three (3) years.

A household on the waiting list may not be granted assistance until all household members (unless exempt) disclose, and document a valid social security number. If an applicant household has not complied with this rule at the time the Admissions Specialist interviews the Household for a pending occupancy, a household who has complied with this requirement may move ahead of a family on the waiting list who has not complied with this requirement when assistance is available. Households on the waiting list who have not complied with this rule, but are otherwise eligible, may stay on the waiting list.

Waiting lists will be updated annually.

Applicants must maintain current contact information with management at all times. Any changes in contact information – telephone numbers, mailing address, email address, etc. must be submitted to management in writing.

5. Use of the “Existing Tenant Search” Report in EIV

When the applicant household nears the top of the waiting list and Management is preparing to process the household, Management will use the Existing Tenant Search in EIV to ascertain if any household member is currently receiving rental housing assistance/subsidy from either a Multifamily Housing development or a Public Housing/Housing Choice Voucher program.

6. Applicant Formal Verification

Management will process applicants in a manner to ensure rent readiness in case of vacancies. When the Admissions Specialist, is ready to process applicants from the waiting list(s), he/she will mail correspondence, with a 14 calendar day deadline, to obtain current information about the family’s circumstances. This letter advises the applicant family that failure to provide the requested documentation/verifications by the stated deadline will result in withdrawal of the family from the waiting list. Additionally the letter provides the family the opportunity to request an informal hearing if they disagree with EHHA’s proposed action.

7. Applicant Decision

The applicant will be provided an opportunity to see the unit he/she is being offered and will have 3 business days (excluding designated Federal and State Holidays) from the date he/she is offered a unit in which to decide to accept the unit. If an applicant refuses an available unit when offered his/her name may be retained on the waiting list in the same order as prior to refusal if the refusal is for good cause, such as but not limited to:

Verified illness; or

Change in type of unit needed due to change in need for an adapted unit. In such case the application will carry the same application date and will be placed on the appropriate waiting list as is determined by other waiting list criteria and priorities; or

Has recently entered into a one year lease

If the applicant refuses for other reasons of his/her own convenience such as not being ready to move, the unit is not large enough but is the appropriate size unit, the application will be removed from the waiting list and the applicant so notified by mail. Applicant household may reapply when the waiting list reopens.

If the applicant accepts the unit, all applicants aged 18 and older must document his/her identity by providing two (2) pieces of legal identification upon completing the application. One (1) form of identification must be an official photo ID which will be copied and maintained in the applicant file.

8. Reinstatement of Applicants to the Waiting List:

If an applicant is removed from the list, and subsequently management determines that an error was made in removing the applicant, the applicant must be reinstated as of the original application date and time. Likewise, as in all other areas of operations, reasonable accommodation will apply in this context, and if the applicant failed to respond as a result of his/her disability, management will reinstate the applicant to the original place on the waiting list.

9. Opening of Waiting Lists:

When EHHA decides to start taking applications, the waiting list may be opened by bedroom size, by program, or in its totality. EHHA will utilize the following procedures:

EHHA will open all waiting lists in accordance with EHHA's AFHMP and will make known to the public through publications in newspapers of general circulation, minority media, and/or other suitable means such as EHHA website, ehhousing.org and the Town of East Hartford's website the availability and nature of housing assistance for eligible families.

10. Closing of Waiting Lists:

If EHHA is taking applications, the EHHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed in an EHHA unit within the next 12-month period. Application taking may be suspended by bedroom size, if applicable. The EHHA will make known to the public through publications in newspapers of general circulation, minority media, and/or other suitable means such as EHHA website, ehhousing.org, and the Town of East Hartford's website in accordance with EHHA's AFHMP.

SECTION IV. MISSED APPOINTMENTS

An applicant or resident who fails to keep an appointment without notifying EHHA and without re-scheduling the appointment will be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as EHHA, the State or HUD determines to be necessary (or failure to allow EHHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Briefing prior to occupancy
- Leasing signature
- Inspections
- Recertification
- Interim adjustment
- Other appointments or requirements to bring in documentation as listed in this plan
- Scheduled counseling sessions
- Move-in appointments
- Grievance and/or Informal Hearings

1. Process When Appointment(s) Are Missed

For all the functions above, and upon request by the family, the family will be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required within five (5) working days of notification by EHHA via mail or telephone, EHHA may begin termination procedures. The applicant or Resident will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

2. Letters Mailed to Applicants by EHHA

If an applicant claims they did not receive a letter mailed by EHHA that requested the applicant to provide information or to attend an appointment, EHHA will determine whether the letter was returned to EHHA. If the letter was not returned to EHHA, the applicant will be assumed to have received the letter.

If the letter was returned to EHHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify EHHA, in writing, if their address changes during the application process.

SECTION VI. MISREPRESENTATION – APPLICANT/ RESIDENT

If an applicant or resident is found to have made willful misrepresentations at any time which resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/resident. If such misrepresentation resulted in resident paying a lower rent than was appropriate, resident will be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, EHHA may take such other actions as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.

SECTION VII. ADMISSION ELIGIBILITY AND CRITERIA

1. Admission Eligibility

All families who are admitted to housing in EHHA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet all of the following requirements:

- A. The applicant family must qualify as a family as defined in Section II, 20.
- B. The applicant family's total annual family income must not exceed income limits established by the State and HUD for the specific program.
- C. Head of Household must be 18 years of age or older, or a person that has been relieved of the disability of non-age by court action (sometimes referred to as majority papers or emancipated minors).

2. Declaration of Citizenship and Financial Assistance

Section 214 of the Housing and Community Development Act of 1980 prohibits Housing Authority's from making financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizens in HUD's assisted housing programs. The law is referred to as the "Non-Citizens Rule" and went in effect June 19, 1995. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

- A. Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- B. All members ineligible. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- C. Non-citizen students. As defined by HUD in the non-citizen regulations at 24 CFR 5.522, these persons are not eligible for assistance.
- D. Appeals. For this eligibility requirement only, the applicant is entitled to a hearing as provided for residents.

3. **Due process Requirements**

If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) business days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting must be submitted in writing. The request must be received by EHHA within the ten (10) business day period.

4. **Verification Information**

Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant will be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports will indicate the date, the source of the information, including the name and title of the individual contacted, and a summary of the information received.

Applicants are not automatically determined eligible to receive State or Federal assistance. An applicant will not be placed on a waiting list or offered a housing unit if the applicant's annual family income exceeds the Income Limits established by the State of Connecticut and/or HUD and published in the Federal Register.

The final estimate of gross family income will be made by EHHA on the basis of verified information regarding income. Once EHHA has determined that an applicant is eligible, then the process of housing the family begins.

There is no minimum income requirement, with the exception of the State Moderate Rental program (the staff should use good interviewing skills to determine whether there is income which is not being reported). Staff will use third-party written verification when possible.

Families will not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, EHHA will have the family sign verification forms to verify that no income is being received. EHHA will also use all computer matching information possible (i.e. Labor Board, Work Number, etc.)

It is the family's responsibility to report any changes in its income status within ten (10) business days of the occurrence of employment and/or any other type of income that is received. Families who report zero income are required to complete a written certification every ninety (90) days, including a detailed form stating how minimum living expenses are being met. If the family fails to report income, the family will jeopardize its assistance/tenancy.

5. **Purging the Waiting List**

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

To update the waiting list, EHHA will send an update request form and a "Consent for Release of Information" via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, housing. This update request will be sent to the last address that EHHA has on record for the family. The update request will provide a deadline no less than 15 business days from the date of the letter, by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person by the deadline given or by mail, post marked by the deadline given. No faxes will be accepted.

If the family fails to respond by the deadline, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office, the applicant will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent EHHA from making an eligibility determination; therefore no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the Executive Director may reinstate the family if he/she determines the lack of response was due to EHHA error, or to circumstances beyond the family's control.

6. **Removal of Applicants from the Waiting List**

EHHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed. EHHA will attempt to get this request in writing.

- B. EHHA has made reasonable efforts to contact the applicant to determine continued interest but has been unsuccessful; correspondence to the latest address of the applicant will constitute documentation of reasonable effort to contact the applicant, and/or phone calls to the applicant.
- C. EHHA has notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for housing.
- D. EHHA has made reasonable efforts to contact the applicant to (a) schedule interviews necessary to complete the application process; or (b) obtain information necessary to process the application, and the applicant has failed to respond.

7. **Adding People to the Application**

Once an application is placed on the waiting list, the head of household must request permission to add another person to the application (except for birth, adoption or court awarded custody of a child). The person being added must meet all eligibility requirements before EHHA will approve any addition to the application.

If an adult child of a resident family permanently leaves and/or is removed from the family composition for any reason, the adult child shall thereafter be treated as a separate household.

It is the policy of EHHA not to combine households unless it is requested as a reasonable accommodation for a disabled individual. All requests for reasonable accommodations shall be made in writing. All requests for accommodation or modification shall be verified and shall be deemed medically necessary by a reliable knowledgeable professional. Final approval of all reasonable accommodations shall be at the discretion of EHHA.

SECTION VIII. ELIGIBILITY VERIFICATION/DOCUMENTATION

Income and family composition verification information must be current within 60 days before family selection. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time (not to exceed 30 days), subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances requires an extension. The decision will be made by an EHHA representative and documented, in writing, and placed in the applicant's file.

1. Social Security Number(s)

Families are required to provide Social Security Numbers (SSN) for all family members prior to admission. The requirement also applies to persons joining the family after the admission to the program.

Applicants must sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration. Failure to furnish verification of social security numbers is grounds for denial or termination of lease.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within sixty (60) days. Elderly/disabled persons provide verification within one hundred twenty (120) days.

If an applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by EHHA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- A. Drivers license that displays the SSN
- B. Identification card issued by a Federal State or local agency
- C. Identification card issued by an employer or trade union

- D. Identification card issued by a medical insurance company
- E. Earnings statements or payroll stubs
- F. IRS Form 1099 or W-2 Form
- G. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- H. Verification of Social Security benefits with the Social Security Administration

If EHHA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

2. **Citizenship/Eligibility Immigration Status:**

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

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

Mixed Families – A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed”. Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible – Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students – Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

Appeals – For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

EHHA will not provide assistance to any family prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

3. **Employer Identification Number (EIN)**

Employer Identification Number and applicable consent forms must be received for all Self Employed individuals.

4. **Additional Documentation**

Listed below are other forms of verifications that may be required in determining eligibility:

A. Income and Asset information, including but not limited to:

- (1) Employer's verification;
- (2) Social Security benefits for any and all household members
- (3) Temporary Aid to Needy Families
- (4) Child support and/or alimony income verification
- (5) Supplemental Social Security Income (SSI) benefits for all household members
- (6) Unemployment Compensation
- (7) Veterans' Administration benefits
- (8) Income from annuities, insurance policies, retirement funds, pensions, operating a business and/or lottery winnings
- (9) Food Stamps
- (10) Energy assistance payments
- (11) Bank Accounts
- (12) Certificates of Deposits
- (13) Insurance policies
- (14) Real estate assets
- (15) Trusts, stocks, bonds, treasury bills

B. Birth certificate (long form) , or drivers license that displays the date of birth and/or form(s) that are issued by a Federal, State, city or county agency that displays the date and place of birth and name of parents and child, for all family members

C. Allowable expense information:

- (1). Child care verification
- (2) Out of pocket medical expenses, if applicable

D. Credit references (History)

E. Landlord verification

5. **Marriage Certificate**

If a marriage certificate is not available or documentation of long-term, living together relationship the following information is acceptable:

- A. Drivers License that displays the same address and last names.
- B. Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- C. Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City, or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- D. The couple also certifies in their application for housing that they are married.

6. **References**

Two personal references (not family) on a form provided by EHHA may be used when an applicant cannot produce prior rental history records. Personal references will be required to address housekeeping habits, any disturbances or destruction of property.

7. **Separation/Divorce**

If applicant/resident becomes separated or divorced (separation is defined as the ending of co-habitation by mutual agreement) and **have** children by that spouse/co-habitant, applicant/resident must provide at least one of the verifications listed below:

- A. A FINAL divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced).
- B. Receiving court-ordered child support from former spouse.
- C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.
- D. If applicant is receiving personal child support, then applicant can make arrangements to have child support paid through the court system, either through the circuit clerk's office, Department of Human Resources, or through court referee.

- E. Receiving Temporary Aid for Needy Families through the Department of Social Services for former spouse's children.
- F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- G. Income tax statements from both husband and wife indicating both filed income taxes separately last year and that they filed from different addresses.
- H. (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse, agencies, social service agencies.
 (2) A written statement from an abuse shelter, law enforcement agency, social service agencies that applicant needs housing due to physical abuse.

Any other reasonable information needed to determine eligibility may be requested by EHHA which can include police reports.

Note pertaining to 7 H (1) & (2) above: Applicant/resident will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation. Additionally see VAWA Policy - Chapter 27 for further clarification of documentation needed

Also, the person involved with the physical abuse will be banned from all EHHA property as long as the applicant lives in assisted housing within EHHA property.

If applicant/resident is divorced or separated or becomes divorced or separated from a person and has **no children** by that person, applicant/resident must provide at least one of the verifications listed below:

- I. A final divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced).
- J. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- K. Income tax statements from both husband and wife indicating both filed income taxes separately last year and that they filed from different addresses.

- L. (1) Written statement from a lawyer that applicant has filed suit for divorce because of physical abuse, agencies.
- (2). A written statement from an abuse shelter, law enforcement agency, social service agencies that applicant needs housing due to physical abuse

Any other reasonable information needed to determine eligibility may be requested by EHHA which can include police reports.

Note pertaining to 8 L (1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation. Additionally see VAWA Policy - Chapter 27 for further clarification of documentation needed.

Also, the person involved with the physical abuse will be banned from all EHHA property as long as the applicant lives in assisted housing within EHHA property.

- E. Food stamp verification – If no other documentation is available.

**SECTION IX GROUNDS FOR DENIAL OF ADMISSION AND/OR
TERMINATION OF LEASE**

1. **Reason to deny admission and/or termination of Lease**

EHHA is not required or obligated to assist applicants and/or residents, or any household member thereof, who:

- A. Owe rent, other amounts, or judgments to any housing authority or any other federally assisted housing program. The applicant will be declared ineligible. At the EHHA discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.
- B. Contributed to a previous eviction from any EHHA housing program or other federally assisted housing program or lived illegally (not on the lease) and in excess of any visitation policy in an assisted unit. The applicant will be declared ineligible. At the EHHA discretion, the applicant may be declared eligible if the reason for the eviction no longer exists.
- C. Did not provide information required within the time frame specified during the application process.
- D. Has a history of not meeting financial obligations, especially rent and/or utilities.
- E. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other residents and staff. Home inspections may be conducted when there are questionable landlord references. Staff of EHHA will conduct the inspections after proper notice of at least five (5) days, to the applicant.
- F. During any meeting with EHHA staff, demonstrates hostile behavior that indicates that the prospective applicant may be a threat to other staff or residents.
- G. Intentionally misrepresents or omits information from the application that could affect eligibility. All application requirements, including verifications, must be completed properly. In the event that the misrepresentation is discovered after admission, the lease may be terminated for such misrepresentation.
- H. Was a former EHHA housing program participant who vacated the unit in violation of the lease or other program obligations. At the EHHA discretion, the applicant may be declared eligible if the lease violation is corrected, with the date and time of the application being the time of the correction of the lease violation.
- I. Has been convicted of acts which would constitute fraud in connection with any EHHA housing program or any other fraud.

- J. Was convicted or has a history of drug-related activity involving personal use or possession for personal use (drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802).
- K. Was convicted or has a history of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute of a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802).
- L. Has a recent history or criminal activity involving crimes of violence against people (e.g. murder, battery, assault)
- M. Has a recent history of criminal activity involving crimes against property (e.g. burglary, larceny, robbery); crimes that impose a financial cost (e.g. vandalism, arson); and/or crimes that involve disturbing the peace and/or other criminal acts that affect the health, safety, or right of peaceful enjoyment of the premises by other residents.
- N. Was evicted from assisted housing because of drug-related criminal activity involving the personal use or possession for personal use.
- O. Was evicted from assisted housing because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
- P. The EHHA determines to be illegally using a controlled substance. (No admission).
- Q. The EHHA determines that it has reasonable cause to believe that such household member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (No admission).
- R. Is subject to a lifetime registration requirement under a State sex offender registration program. (No admission).
- S. Has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property. (No admission)

The EHHA has adopted the “Zero Tolerance” and/or “One-Strike” policy. Any violation of the “Zero Tolerance/One-Strike” policy will result in denial of admission for applicant and for a resident it will constitute a serious material violation of the lease and is grounds for termination and eviction from premises.

2. **Time frames for denial**

As a general rule, applicants may be denied admission to housing for the following time frames:

- A. Denied admission for six (6) months if any of the following occurred during one (1) year prior to beginning the full application process or during the application process:
- (1) Did not provide information required within the time frame specified during the application process which at the discretion of the EHHA was under the control of the applicant.
 - (2) Has a history of not meeting financial obligations, especially rent.
 - (3) Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other residents and staff.
 - (4) During any meeting with EHHA staff, demonstrates hostile behavior that indicates that the prospective applicant may be a threat to other staff or residents.
- B. Denied admission for a minimum of one (1) year after the completion of a court-ordered sentence/fine, including probation, if applicable, without repeat incident:
- (1) Persons with recent history or charge of criminal activity involving Class C Misdemeanors, except Drug Paraphernalia offenses (e.g. Criminal Trespass 3; Criminal Mischief 4; Larceny 6; Issuing Bad Check \$0-\$250; Disorderly Conduct);
 - (2) Persons illegally using a controlled substance or a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol, without criminal record, by any household member, providing the person:
 - (a) has successfully completed a drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
 - (b) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or
 - (c) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

Proper documentation and verification must be submitted.

- C. Denied admission for a minimum of three (3) years after the completion of a court-order sentence/fine, including probation, if applicable, or court-ordered or voluntary rehabilitation program as evidenced by proper certification without a repeat incident and six (6) months of unsupervised living.
- (1) Persons evicted from federally-assisted housing because of drug-related criminal activity for personal use or possession for personal use from the date of such eviction.
 - (2) Persons applying who have been involved in drug-related criminal activity for personal use or possession for personal use (exclusive of the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell, distribute) from the date of such activity.
 - (3) Persons with recent history of criminal activity involving:
 - (a) Class C Misdemeanors for drug-paraphernalia;
 - (b) Class B Misdemeanors (e.g. Breach of Peace; Issuing Bad Check \$251-\$500; Larceny 5; Criminal Mischief 3; Criminal Trespass 2).
- D. Denied admission for five (5) years.
- (1) Intentionally misrepresented income, family composition or any other information affecting eligibility. All application requirements, including verifications, must be completed properly. In the event that the misrepresentation is discovered after admission, the Lease may be terminated for such misrepresentation.
- E. Denied admission for a minimum of five (5) years after completion of sentence for any conviction, parole, probation without repeat incident and six (6) months of unsupervised living.
- (1) Persons evicted from any federally assisted housing because of drug-related criminal activity for the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance.
 - (2) Persons having a recent history of criminal activity (Class A Misdemeanors and/or Felony charges) involving crimes against property (e.g. burglary, larceny, robbery); crimes that impose a financial cost (e.g. vandalism, arson); and/or crimes that involve disturbing the peace and/or other criminal acts that affect the health, safety, or right of peaceful enjoyment of the premises by other residents.
 - (3) Persons who have been convicted or have a history of drug-related criminal activity for the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance.

- F. Denied admission for a minimum of ten (10) years after the completion of sentence for any conviction, parole, probation without repeat incident and six (6) months of unsupervised living.
- (1) Convicted of acts that would constitute fraud in connection with any EHHA housing program or any other fraud.
 - (2) Has a history of criminal activity involving crimes of violence against people (e.g. murder, battery, assault, risk or injury to minor, unlawful restraint, stalking, harassment, threatening).

As soon as a determination can be made, applicants will be informed in writing by an authorized EHHA representative that they have been declared eligible or ineligible. Applicants that are determined ineligible will be informed, in writing, of their right to an informal meeting if they believe that such determination is unjust.

SECTION X DENIAL OF ADMISSION AND DUE PROCESS REQUIREMENTS

If EHHA determines that an applicant does not meet the criteria for receiving housing, EHHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason for the determination, and state that the applicant has the right to an informal hearing. The denial letter will allow the applicant fourteen (14) calendar days to request an informal hearing (in writing) with EHHA. An EHHA representative will hear the appeal and issue a decision within thirty (30) business days of the meeting. If requested, the meeting will be conducted by a person or persons designated by EHHA. The person designated by EHHA to conduct the informal hearing will be an impartial person appointed by EHHA other than the person who made the approval of EHHA's action under review or a subordinate on such person. The procedures specified in this section will be carried out in accordance with HUD's requirements. The applicants may exercise other rights if the applicant believes he or she has been discriminated against on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, sexual orientation, or lawful source of income.

2/18/2009

SECTION XI ORIENTATION OF FAMILIES

1. **Lease Briefing**

Purpose of the Briefing – The purpose of the briefing is to cover the occupancy requirements for EHHA. The briefing is conducted as follows:

- A. Once EHHA determines that an applicant is eligible and the applicant’s name reaches the top of the waiting list, EHHA will offer an apartment to the applicant. The applicant will be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy. After this viewing, and when the unit is accepted, an EHHA representative will proceed with the briefing.

Note: An applicant can reject an offer three (3) times before their name is removed from the waiting list. If an applicant rejects the third offer, the applicant will be notified at that time that due to the fact that they refused the offer of assistance, the application is being removed from the waiting list. This will be explained verbally and followed-up in writing to the applicant.

- B. The applicable escrow deposit and rent will be collected at the briefing.
- C. At the briefing, the Lease and Grievance Procedure and all required occupancy forms are explained in detail to the applicant and/or applicants (there may be more than one family at the briefing).
- D. The signing of the Lease and review of financial information is to be privately handled.
- E. The keys for the unit will be given to the prospective resident after all forms have been signed and applicable escrow deposit and rent have been collected.

2. **Briefing Attendance Requirement**

All families (head of household) and other adult family members are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Applicants who provide prior notice of inability to attend a briefing will be rescheduled.

Failure of an applicant to attend a scheduled briefing, without good cause, may result in the cancellation of the occupancy process and the applicant is required to reapply for assistance.

3. **Format of the Briefing**

The applicant is provided a copy of the dwelling lease and Grievance procedure and the provisions of the lease and Grievance procedure are explained to the resident. The lease will specify the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. The following documents will also be reviewed: Rules and Regulations, Pet Policy, Rent Collection Policy, and Schedule of Charges, Trash & Cleaning Reminder Procedures, Housekeeping Policy and Parking Policy.

4. **Dwelling Lease Completion**

- A. The responsible member (head of household) and other adult family members of the family notified for admission to the housing development will be required to execute a dwelling lease prior to admission. One executed copy is to be furnished the resident and the original executed copy is to be retained in EHHA file established for the family by EHHA. A copy of the grievance procedure will be attached to the resident's copy of the lease.
- B. A new dwelling lease will be executed when a resident family transfers to another dwelling, or family composition changes.
- C. Copies of all forms given to the resident will be maintained in the resident file.
- D. Family members over the age of eighteen (18) who move from the dwelling unit will be removed from the lease. These individuals may not be readmitted to the unit and must reapply as a new applicant household for placement on the waiting list (subject to the waiting list being open; applicable income limit, preferences, tenant selection and screening requirements).

Medical hardships or other extenuating circumstances will be considered by EHHA in making determinations under this paragraph.

- E. Visitors may be permitted in a dwelling unit, provided they are reported to EHHA within forty-eight (48) hours of their arrival or prior hereto. Visits not exceeding fourteen (14) days in a calendar year may be authorized by the manager. Visits of more than fourteen (14) days in a calendar year will not be authorized, except as reasonable accommodation. Visitors remaining beyond this period will be considered unauthorized occupants and the resident will be guilty of a breach of the lease.

Medical hardships or other extenuating circumstances will be considered by EHHA in making determinations under this paragraph.

- F. Roomers and lodgers will not be permitted to occupy a dwelling unit, nor will they be permitted to move in with any family occupying a dwelling unit.

- G. Visitors continuously on a rotating basis are not allowed.
- H. Residents will not be given permission to allow a former resident of EHHA who has been evicted to occupy the unit for any period of time.
- I. Court-ordered visitation rights are permissible in all developments.
- J. Visitation by children to elderly developments will not exceed the fourteen (14) day limitation.
- K. Child care is not permitted on a continuous or repeated basis at any development.
- L. Efficiency Units – Due to the size of the units, no overnight visitors will be allowed. They are designed for one (1) person only.

SECTION XII FEES AND NON-PAYMENT PENALTIES

A charge may be assessed to the resident for any check that is not honored by the bank for whatever reason. After the second check is not honored by the bank, the EHHA will not accept any further personal checks. This charge will be clearly stated in the Rent Collection Policy, and can be updated with a thirty (30) day notice to residents.

Whenever damages, beyond normal wear and tear, to the apartment, buildings, common areas, facilities, fixtures, appliances, electrical, plumbing or heating systems is caused by the carelessness, misuse or neglect on the part of the resident, his/her family or visitors, the cost of all repairs will be assessed to the resident.

A Schedule of Charges will be signed by residents for lock outs, damage, etc. Said charges will be assessed to the resident's account.

Fees and charges incurred are due and payable by resident within thirty (30) days of the charge being posted to the resident's account.

If resident does not pay rent or charges, the EHHA may terminate the Lease and institute eviction proceedings.

SECTION XII ANNUAL INSPECTIONS OF UNITS

EHHA has a system in place that documents the inspection of all housing units. The Inspector is responsible for assuring and documenting by an inspection sheet that each unit in the developments is inspected annually to coincide with the EHHA fiscal year. If the inspection results in a work order, the repairs are made in accordance to the urgency of the need as documented by the inspection sheet. EHHA has a system that tracks each inspection. The inspection sheet used by EHHA meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS) and/or Uniform Physical Code Standards (UPCS), whichever is applicable.

SECTION XVI INSPECTION AND ENTRY OF UNIT PROCEDURES

The resident will be given notice as outlined in the dwelling lease, except for emergencies or search warrants, that the unit will be inspected. The notification will indicate the approximate dates of the inspection. If the inspection indicates that the resident has poor housekeeping habits that need to be improved upon or if there is considerable clutter in the unit, the Inspector will make detailed notes on the Inspection Report and notify the resident, the Leasing and Occupancy Coordinator, and the Housing Manager. The Housing Manager will notify the Resident Relations Coordinator to contact the resident and discuss housekeeping standards. The Resident Relations Coordinator will perform inspections according to the procedure adopted by EHHA until the unit is in compliance or legal proceedings are instituted. If there is no improvement in the housekeeping/cluttered condition after four (4) inspections or if there is considerable damage to the unit, a safety and health hazard exists and has not been immediately corrected, or if the resident does not allow the Resident Relations Coordinator access to the unit, the Resident Relations Coordinator will make a referral to the Housing Manager and legal proceedings will be instituted.

If the inspection indicates that the resident has created damages that are beyond normal wear and tear, the damaged items will be replaced and the resident billed for the damages, as posted. If the damage is severe, a copy of the detailed report will be provided to the Manager and the Manager will take appropriate action with the resident.

EHHA staff and/or agents of EHHA have authority to enter any unit if it is suspected that an “emergency” situation exists. If for any reason a unit is entered by authorized EHHA personnel and the resident is not at home, the resident will be provided with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

EHHA staff and/or agents of EHHA, at the direction of the Police will open the door to the unit when the law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to EHHA staff) for a dwelling unit managed by EHHA. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit. EHHA staff and/or its agents will write down the name(s) of the Police Officers and keep a copy of the search warrant. These documents will be filed in the resident’s file folder. EHHA staff will not enter the unit in this case.

SECTION XV

TYPES OF INSPECTIONS:

An authorized representative of EHHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises and all equipment will be provided, and same will be signed by both parties with a copy retained in EHHA's file and a copy given to the family member. An authorized EHHA representative will inspect the premises at the time the resident vacates and furnish a statement of any charges (within 30 days) to be made provided the resident gives the proper notice and returns the keys to said unit. The resident's security deposit can be used to offset against any damages to the unit.

1. **Move-in Inspections**

Performed with the resident at move-in and documented by EHHA on inspection form and signed by the resident. This inspection documents the condition of the unit at move-in.

Note: Any adult member of the household is allowed to sign the inspection form for the Head of Household.

2. **Move-out Inspections**

Performed at the request of a resident, and documented by EHHA on inspection form and signed by resident, if present.

Note: This inspection determines if the resident is responsible for any repair of damages and/or cleaning and owes the HA funds. Any deposit will be used to offset the funds due EHHA.

3. **Annual Inspections**

EHHA inspects 100% of its units annually using standards that meet or exceed Housing Quality Standard (HQS) Inspections or Uniform Physical Code Standards (UPCS), whichever is applicable.

4. **Preventative Maintenance (PM) Inspections**

PM inspections are performed by EHHA staff on a regular basis and the residents are given at least two days notice prior to inspection.

5. **Resident Relations Coordinator**

EHHA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the residents and see if they have any specific needs. The resident will be given at least two (2) days notice prior to the inspection.

6. **Special Inspections**

Representatives from the U.S. Department of Housing and Urban Development and/or other Government Officials visit EHHA to monitor operations and as part of the monitoring they will inspect a sampling of the housing inventory. The affected residents will be given at least two (2) days notice.

7. **Emergency Inspections**

If any employee and/or agent of EHHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit if the resident is not at home.

8. **Housekeeping Inspections**

Follow-up housekeeping inspections will not be announced, the resident must agree to allow us to inspect the unit at any time. If the resident refuses, we will not enter the unit, but may proceed with the eviction process based on lease violations.

9. **Transfer Inspection**

At least one inspection of the unit will be performed when a transfer is requested. Notice will be given to resident.

SECTION XVI DETERMINATION OF RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

1. Determination of Rent – Family Choice

Public Housing residents are allowed at admission, and each year in preparation of their annual reexamination, the choice of having their rent determined either by the formula method, or having their rent set at the flat rent amount.

2. The Formula Method

Total Tenant Payment (TTP) must be the greater of:

1. 30% of family monthly adjusted income;
2. 10% of family monthly income;
3. Welfare rent (if applicable) in as-paid states; or
4. \$50 which is the minimum rent set by EHHA.

Tenant Rent equals TTP minus utility allowance, or flat rent.

If a family fails to recertify for a “*formula rent*” in a timely manner, the family may be charged the Flat Rent (see # The Flat Rent for more details) until such time as the family recertifies in accordance with the Lease and federal regulations. Failure to recertify is also a lease violation and could cause eviction proceedings to be instituted.

3. Hardship in Paying Minimum Rent

If the participating family requests a hardship exemption, EHHA will immediately suspend the minimum rent for the family until EHHA can determine whether the hardship exists and if the hardship is of a temporary or long-term nature.

A. A hardship exists under the following conditions:

- (1) When the family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State or local assistance program;
- (2) When the family would be evicted as a result of the imposition of the minimum rent requirement;
- (3) When the family income has decreased due to a change in circumstances, including loss of employment;
- (4) When the family has an increase in household expenses due to medical costs, child care, transportation, education or similar allowable expenses;
- (5) When a death has occurred in the family resulting in a change in financial circumstances.

- B. No Hardship. If EHHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of the minimum rent in place at the time of suspension.

A family's monthly rent will not be decreased where a decrease in income is the result of non-compliance with the conditions of public assistance, or where public assistance is decreased due to an act of fraud by a member of a covered family. Expiration of time limit on public assistance or inability to obtain a job, after complying with welfare work requirements is exempt from non-compliance.

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

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income which is not being reported.

Families will not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, EHHA will have the family sign verification forms, including a detailed form stating how minimum living expenses are being met, to verify that no income is being received and will be recertified every three (3) months.

Families are required to report in writing any changes in their income status within ten (10) business days of the occurrence of employment and/or any other type of income is received.

4. **Annual Reexamination**

- A. Once a year, or as required by EHHA or Federal/State regulations, the family must disclose all asset and income information to EHHA and must execute the appropriate authorization form for verification purposes. Failure to do so may result in termination of Lease.
- B. Records will be maintained to insure every EHHA resident is reexamined within a twelve month period or as required by Federal and/or State regulations.
- C. Upon completion of reexamination and verification, resident will be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in EHHA's file.)
 - (1) Any change in rent and the date on which it becomes effective.
 - (2) Any change required in the size of dwelling unit occupied.
- D. In the event of change in resident circumstances, resident will be given an appointment to report to the administration office at a specified date and time. The resident acknowledges the total tenant payment sheet at this time by signing.
- E. In the event the family does not complete the reexamination process in a timely manner, they waive their right to a thirty (30) day prior notice of rent increase. This rental increase will become effective as of the month the recertification process was to be completed had the family complied.
- F. If EHHA determines that the size of the premises is no longer appropriate for resident's needs, the resident may be required to transfer to another unit as outlined in the policy on transfers.

5. **Interim Redetermination of Rent**

Rent as set at admission or annual reexamination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Resident is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) business days of occurrence. The resident is required to schedule an appointment as soon as possible with the Leasing and Occupancy Coordinator to sign all paperwork regarding the above changes.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstances and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved and screened by EHHA in advance, and must qualify, the same as an applicant or any prospective new resident.

- B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Social Security, Social Security Supplemental Income, Social Security Disability Income, Temporary Aid to Needy Families, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
- D. Any cost of living increases need not be reported until next annual reexamination.
- E. Errors or omissions made at admission or reexamination will be corrected by EHHA. Retroactive payments will be made to EHHA if the error is in EHHA's favor and are a result of the family's misrepresentation. A Repayment Agreement may be entered into if the retroactive amounts pose a financial hardship on family.
- F. A resident who has had an income reduction/increase after initial occupancy or after annual reexamination must report all changes in income within ten (10) business days regardless of the amount or source. No rent change will occur unless the increase exceeds \$600.00 annually.
- G. Temporary employment/unemployment or increases and decreases in wages "for any reason" of less than 30 days will not constitute a rent adjustment.
- H. If it is found that a resident has misrepresented or failed to report facts upon which rent is based so that the resident is paying less than he/she should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The resident will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the resident may be subject to civil and criminal penalties. Misrepresentation is a serious program violation which may result in eviction.
- I. Any interim change in rent will require verification of the change only.

6. **The Effective Dates of Interim Redetermination of Rent**

- A. Any decrease in rent resulting from any decrease in household income will not be effective until the first of the month following the month change has occurred, been reported in writing to EHHA, and verified in writing.

- B. The resident agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date such increase in family income occurred, and to pay any back rent due because of failure on the part of the resident to report such increase in family income.
- C. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD) or the State of Connecticut.

7. **Special Reexamination**

Special reexaminations are pre-scheduled extensions of admission or continued occupancy determination, and will be considered for the following reasons:

- A. If it impossible to determine annual family income due to instability of family income and/or composition, a temporary determination of income and rent is to be made and a special reexamination will be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on the circumstances. The participant will be notified, in writing, of the date of the special reexamination.
- B. If the family income can be anticipated at the scheduled time, the reexamination will be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination will be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Families who report zero income are required to complete a written certification every three (3) months (must be notarized).
- D. Rents determined at special reexamination will be made effective as noted in this section.

8. **Community Service & Self-sufficiency Requirement – CSSR**

Every adult public housing resident is required to contribute eight (8) hours per month of community service or participate in a self-sufficiency program. The following person are exempt from Community Work/Self-Sufficiency Requirement:

- Persons 62 or older
- Blind or Disabled persons
- Employed persons
- Section 8 recipients
- Welfare Work program recipient

We will determine Resident compliance with the Community Service & Self-Sufficiency Requirement on an annual basis. Failure to comply with the Community Service & Self-Sufficiency Requirement, unless you are exempt, is a breach of the lease.

9. **Rent**

Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur:

- A. Loss or addition of family member through birth, death, divorce, removal or other continuing circumstance and the amount if any, of that family member's income.
- B. Employment, unemployment or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
- C. To correct errors made at admission or re-examination which will be retroactive to the date of the error.

The resident agrees to report, in writing, and provide certification following any change in annual income within ten (10) business days of the occurrence.

The final estimate of gross family income will be made by EHHA on the basis of verified information regarding income.

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income which is not being reported.

Families will not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, EHHA will have the family sign verification forms, including a detailed form stating how minimum living expenses are being met, to verify that no income is being received. This process will be required every three (3) months.

Families are required to report in writing any changes in their income status within ten (10) business days of the occurrence of employment and/or any other type of income is being received.

Temporary employment/unemployment or increases or decreases of any household income "for any reason" of less than 30 days will not constitute a rent adjustment.

10. **Adding People to the Lease**

Once an applicant becomes a resident in the EHHA's housing program, the head of household must request permission to add another person to the dwelling lease (except for birth, adoption or court awarded custody of a child). The person being added must meet all eligibility requirements before EHHA will approve any addition to the dwelling lease.

If an adult child of a resident family permanently leaves and/or is removed from the family composition for any reason, the adult child shall thereafter be treated as a separate household.

It is the policy of EHHA not to combine households unless it is requested as a reasonable accommodation for a disabled individual. All requests for reasonable accommodations shall be made in writing. All requests for accommodation or modification shall be verified and shall be deemed medically necessary by a reliable knowledgeable professional. Final approval of all reasonable accommodations shall be at the discretion of EHHA.

11. **The Flat Rent**

EHHA has set a flat rent for each public housing unit size. In considering unit size and type, as well as unit condition, amenities, services and location, along with applicable utility allowances, administrative costs and operating expenses, EHHA has determined the flat rent should be based on no less than 80% of the current Fair Market Rent but no higher than 100% of current Fair Market Rent as published by the Department of Housing and Urban Development for the Metropolitan Statistical Area in which the unit is located. The amount of the flat rent will be reviewed and adjusted annually (if necessary) and will be effective at recertification time. All families opting for the flat rent will be provided with a thirty (30) days notice of any change to the flat rent.

EHHA will post the flat rent, in dollar amounts, at the Administrative Office. The flat rent determination and dollar amounts are incorporated into this Policy upon the approval of the Board of Commissioners.

The following will be considered before increasing and/or decreasing the flat rent:

The Published Fair Market Rents are considerably lower or higher than the unsubsidized market rents for like-size units, condition, amenities, services and location.

**SCHEDULE OF FLAT RENTS
(BASED ON 100% of fy 2009 FMR)**

0 BR	\$	697.00
1 BR	\$	835.00
2 BR	\$	1,021.00
3 BR	\$	1,226.00
4 BR	\$	1,522.00

Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review currently in place.

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

- A. The family's income has decreased.
- B. The family's circumstance has changed, resulting in an increase in their expenses or child care or medical expenses.
- C. Any other circumstances creating a hardship on the family such that the formula method would be more feasible financially.

The flat rent will be reviewed and adjusted annually (if necessary) and adjustments applied accordingly. All families opting for the flat rent will be provided with a thirty (30) day notice of any change in the flat rent.

The flat rent will be posted at the Administrative (Central) Office of EHHA.

If a family fails to recertify for a "*formula rent*" in a timely manner, the family may be charged the Flat Rent until such time as the family recertifies in accordance with the Lease and federal regulations. Failure to recertify is also a lease violation and could cause eviction proceedings to be instituted.

SECTION XVII

TRANSFER POLICY

1. Introduction

This chapter explains EHHA's transfer policy, based on HUD regulations, HUD guidance, and EHHA policy decisions.

This chapter describes HUD regulation and EHHA policies related to transfers in four parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: EHHA Required Transfers. This part describes types of transfers that may be required by EHHA, notice requirements, and payment of transfer costs

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, transferring to another development and reexamination.

EHHA 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.

2. **PART I: Emergency Transfers - Overview**

HUD categorizes certain actions as emergency transfers [PH Occ. GB, p.147]. The emergency transfer differs from a typical transfer in that it requires immediate action by EHHA.

In the case of a genuine emergency, it may be unlikely that EHHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, EHHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e. return to the unit or transfer to another unit is reached.

3. **Emergency Transfer – Policy**

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the residents, EHHA must offer standard alternative accommodations **IF** available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

EHHA Policy

The following is considered an emergency circumstance warranting an immediate transfer to the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 48 hours. Examples of such unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

4. **Emergency Transfer Procedures - Policy**

EHHA Policy

If a transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, EHHA will provide temporary accommodations to the resident by arranging for temporary lodging at a hotel or similar location not to exceed 72 hours. If the conditions that require the transfer cannot be repaired, or the condition cannot be repaired in a "reasonable" amount of time, (within the 72 hours) EHHA will transfer the resident to a temporary unit if an appropriate unit is not available until such time an appropriate unit becomes available.

5. **Cost of Emergency Transfer – Policy**

EHHA Policy

EHHA will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

EHHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, EHHA will collect information from companies in the community that provide these services.

EHHA will reimburse the family for eligible out-of-pocket moving expenses up to EHHA's established moving allowance.

6. **PART II: EHHA Required Transfers - Overview**

HUD regulations regarding transfers are minimal, leaving it up to EHHA to develop reasonable transfer policies.

EHHA may require that a resident transfer to another unit under some circumstances. For example, EHHA may require a resident to transfer to make an accessible unit available to a disabled family. EHHA may also transfer a resident in order to maintain occupancy standards based on family composition. Finally, EHHA may transfer residents in order to demolish or renovate the unit.

A transfer that is required by EHHA is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4 (e)(8)(i)].

7. **Types of EHHA Required Transfers**

EHHA Policy

The types of transfers that may be required by EHHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I of this chapter.

Transfers required by EHHA are mandatory for the tenant.

A. **Transfers to Make an Accessible Unit Available**

When a family is initially given an accessible unit, but does not require the accessible features, EHHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27 (b)].

EHHA Policy

When a non-accessible unit becomes available, EHHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. EHHA 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. Only one offer will be provided. If the family rejects the offer, lease termination could be enacted.

B. Occupancy Standards Transfers

EHHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to EHHA's policy [24 CFR 960.257 (a)(4)]. On some occasions, EHHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

EHHA Policy

EHHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, over-crowded and over-housed are defined as follows:

Overcrowded: The number of household members exceeds that maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 23.

Over-housed: The family no longer qualifies for the bedroom size unit which they are currently occupying based on EHHA's occupancy standards according to the chart in Section 23.

EHHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on EHHA's occupancy standards, when EHHA determines there is a need for a transfer.

EHHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by EHHA that a transfer is necessary.

Exceptions to the occupancy standards in Section 23 may be requested as a reasonable accommodation for a disabled person currently residing in the household. All reasonable accommodations must be made in writing and verified by a 3rd party professional as medically necessary for the disabled person in accordance with Section 1.

C. Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

These transfers permit EHHA to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, page 148].

EHHA Policy

EHHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. EHHA's relocation plan may or may not require transferring affected families to other available public housing units.

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.

8. Adverse Action [24 CFR 966.4(E)(8)(i)]

An EHHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, EHHA may not take action on the transfer until the conclusion of the grievance process.

9. Cost of EHHA Required Transfer - Policy

EHHA Policy

EHHA will bear the reasonable costs of transfers that EHHA 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.

EHHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, EHHA will collect information from companies in the community that provide these services.

EHHA will reimburse the family for eligible out-of-pocket moving expenses up to the established moving allowance.

10. **PART III: Tenant Requested Transfers - Overview**

HUD provides EHHA with the discretion to consider transfer requests from tenants. The only requests that EHHA is required to consider are requests for reasonable accommodation. All other transfers will be granted on a case-by-case basis and are at the sole discretion of EHHA. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by EHHA.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

11. **Types of Tenant Requested Transfers - Policy**

EHHA Policy

The types of requests for transfers that EHHA will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, reasonable accommodation, transfers to a different unit size provided the family qualifies for the unit according to EHHA occupancy standards, transfers from family housing to elderly housing provided the tenant reaches the minimum age of 50, transfers from efficiency to one bedroom units. No other transfer request will be considered by EHHA.

EHHA will consider the following as high priority transfer requests in the following order:

A. **Serious or Life Threatening**

A transfer that is needed to alleviate verified medical problems of a serious or life-threatening nature.

B. **Reasonable Accommodation**

A transfer that is for a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features.

C. **Under-Housed**

1. Residents who are under-housed by two or more bedrooms in accordance with EHHA occupancy standards.

2. Residents who are under-housed by one bedroom.

D. Regular Transfer

EHHA will consider the following as regular transfer requests in the following order:

1. A single Head of Household, a household that consists of a married couple, or a household that consists of same sex life partners, who have reached the minimum age of 50 years old who wish to be transferred from family housing to an elderly housing unit.
2. Residents who live in an efficiency unit and request to transfer to a one-bedroom unit.
3. A family that requests a larger bedroom size unit even though the family may not meet EHHA's definition of overcrowded, provided the family meets EHHA's occupancy standards

Within each priority type, transfers will be ranked by date. In processing transfers requested by Residents to alleviate medical problems of a serious or life-threatening nature, approved reasonable accommodations or who are under-housed, the date will be that on which the transfer request form and the supporting documentation is received.

EHHA will offer and transfer high priority transfers or EHHA-initiated transfers when the proper unit becomes available. All other transfer will be done after conferring with EHHA department directors, monitoring vacancies/waiting list applicants, and discussing EHHA objectives.

All transfers considered regular priority transfers as listed above are considered optional for the resident.

12. Eligibility for Tenant Requested Transfers – Policy

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, EHHA may establish other standards for considering a transfer request (PH Occ GB, p. 150)

EHHA Policy

Except where a transfer is of a serious or life-threatening nature, approved reasonable accommodations, or an EHHA initiated transfer, EHHA will only allow transfers to occur for residents that meet the following requirements:

1. Have not engaged in criminal activity that threatens the health and safety of residents and staff.

2. Have a zero (0.00) rental account balance at the time of a transfer.
3. Are in compliance with all rules and regulations contained in the Occupancy Section part of their lease agreement for minimum of twelve (12) consecutive months prior to the transfer.
4. Demonstrate timely rental payments (on or before the 10th of the month) for a minimum of twelve (12) consecutive months prior to the transfer.
5. Pass a pre-transfer approval inspection of their unit for general housekeeping and physical unit lease compliance.
6. Can have utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

A resident with housekeeping standards violations will not be transferred until the resident allows and passes twelve (12) consecutive months of follow-up housekeeping inspections.

Exceptions to the good record policy as listed above may be made when it is to EHHA's advantage to make the transfer.

13. **Tenant Requested Transfer - Offer Refusal – Policy**

EHHA Policy

Refusal of a transfer offer, provided the size and/or medical need are met with the transfer offer, regardless of the location of the new unit, shall result in the removal of the family from the transfer list. If the family still wishes to be transferred once removed from the transfer list, the family shall be required to submit a new transfer request and will be added to the transfer list under the new request date. If the reason for the original transfer was for documented medical reasons and the family refused the transfer offer provided the medical need is met as verified by their medical certification, the family will retain a place on the regular transfer list with the original transfer request date; however if the family wishes to be re-added to the medical transfer list a new transfer request with medical certification verifying the medical need shall be required. The family will be re-added to the medical transfer list under the new request date due to the refusal of the original transfer offer which met their medical need as verified by their original medical certification.

14. **Security Deposit**

EHHA Policy

When a family transfers from one unit to another, EHHA shall require the family to pay a full security deposit for the new unit in accordance with EHHA policy (i.e. security deposits for all family units is equal to the families current TTP).

15. **Cost of Tenant Requested Transfer – Policy**

EHHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident’s disability (Notice PIH 2006-13).

EHHA Policy

The resident will bear all of the cost of a transfer he/she requests. EHHA will bear the cost of a transfer when the transfer is required by HUD regulation and for EHHA initiated transfers.

The resident will be required to pay and will be charged for rent for both units the resident has legal possession of for all tenant requested transfers during the transfer process. The resident will be encouraged by EHHA staff to complete the transfer of their possessions from their old unit to their new unit as soon as possible. All transfers should be completed within seven (7) calendar days from the date they receive legal possession of their new unit.

Failure to return legal possession of the resident’s “old” unit to EHHA within ten (10) calendar days from the date they receive legal possession of their “new” unit shall be considered a violation of EHHA’s transfer policy and the resident may be subject to lease termination for both units. Under these circumstances, EHHA will make every attempt to obtain possession of the “old” unit from the resident, up to and including written notification of EHHA’s intent to begin lease termination of both units, prior to beginning the lease termination process.

16. **PART IV: Transfer Processing - Overview**

Generally, transfers should be placed on a transfer list and handled in the appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience disparate treatment.

17. **The Transfer List – Policy**

EHHA Policy

EHHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident a permanent transfer, that transfer will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions)
2. High-priority transfers (verified medical conditions, threat of harm or criminal activity, and reasonable accommodations)
3. Transfers to make accessible units available
4. Demolition, renovations, etc.
5. Occupancy standards
6. Other EHHA required transfers
7. Other tenant-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list.

With the approval of the Executive Director, EHHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow EHHA to meet the demolition or renovation schedule.

Transfers will be done after due consideration to the priority, conferring with Facilities and Finance Departments, current vacancies, after conferring with EHHA department directors, and discussing EHHA objectives.

18. **Transfer Offer – Policy**

EHHA Policy

Residents will receive one offer of a transfer.

When the transfer is required by EHHA, refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait six months to reapply for another transfer.

19. **Good Cause for Unit Refusal – Policy**

EHHA Policy

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

1. Inaccessibility to source of employment, education, or job training, children’s day care, or an educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
2. The family demonstrates to EHHA’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, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this “good cause” exemption.
3. 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.
4. The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered.
5. The unit has lead-based paint and the family includes children under the age of six.

EHHA will require documentation of “good cause” for unit refusals.

20. **Re-Examination Date Policy for Transfers – Policy**

EHHA Policy

The re-examination date will be changed to reflect established recertification date of the apartment complex the resident is transferred to.

SECTION XVIII

ABANDONMENT POLICY

Resident shall be deemed to have abandoned the Leasing Dwelling Unit when:

- A. Resident has provided Authority with actual notice indicating resident's intent not to return to the Leased Dwelling Unit; or

- B. Resident has vacated the Leased Dwelling Unit without notice to EHHA and does not intend to return, which intention may be evidenced by the removal by the Resident, or an agent, of substantially all of Resident's possessions and personal effects from the Leased Dwelling Unit; and either
 - 1. non-payment of rent for more than two months; or

 - 2. an expressed statement by the Resident does not intent to occupy Leased Dwelling Unit after a specified date.

If resident abandons the leased dwelling unit, EHHA may secure the lease dwelling unit and the resident shall be deemed, conclusively, to have abandoned any personal property remaining in the leased dwelling unit. EHHA may remove any personal property from the lease dwelling unit and the personal property may be disposed of. Nothing in this paragraph shall affect any other remedies provided to EHHA under this lease.

SECTION XIX MOVE-OUT PROCEDURES

Residents must give the EHHA thirty (30) days notice in writing of their intent to vacate their apartment. All keys must be turned into the administration office of EHHA on the date the unit is vacated. The rent will continue to be charged until the keys are returned.

If the resident has not given proper notice to vacate, the resident shall be financially responsible to pay rent until the unit has been leased or the 30-day notice requirement has expired, whichever comes first.

A move-out inspection will be scheduled with the resident and an EHHA staff person. A list of damages will be made at this time. The cost of any repair for these damages and/or unpaid rent, fees or costs will be deducted from the resident's security deposit. Any remaining security deposit and interest will be forwarded to the resident within thirty (30) days from the vacancy date.

SECTION XX LEASE TERMINATION AND EVICTIONS

1. Reasons for Lease Termination and Eviction From Unit

EHHA has the right and obligation to evict any resident for any of the following:

1. nonpayment of rent;
2. lease violations;
3. violation of policies and/or rules and regulations;
4. absence from unit for more than sixty (60) days;
5. failure to allow unit inspection;
6. failure to complete recertification process in specified time frame;
7. criminal activity on or off PHA premises;
8. threatened health & safety of persons residing in immediate vicinity of premises;
9. drug-related criminal activity in and around the public housing or premises or school zone;
10. fraud against the EHHA. Fraud is the misrepresentation of any information given to EHHA.

If the income of a resident's family is in excess of the income limit for admission, the EHHA shall determine whether the family income is low income or not. If the family is no longer low income, the family will be notified and urged to seek other housing. No resident shall be evicted based on family income unless decent, safe and sanitary housing of suitable size is available to the family at rent not exceeding 30% of the monthly adjusted income or 10% of the monthly income as defined in this policy as required by law.

2. Absence of Entire Family from Unit

EHHA may terminate the lease of any family that is absent from the unit for more than sixty (60) days. Absence means no member of the family is residing in the unit.

A person with disability or if an emergency situation exists such as long-term hospitalization or rehabilitation, the head of household may request an extension of time as a reasonable accommodation, provided proper documentation is submitted and verified.

3. Absence Due to Incarceration:

If the sole member or a member of the household is incarcerated for more than sixty (60) days, that member will be considered permanently absent. The member of the household must be removed from the Lease. The family must supply all information regarding the incarceration to the EHHA.

SECTION XXI GRIEVANCE PROCEDURES FOR RESIDENTS

1. Right to a Grievance Hearing

Upon the filing of a written request as provided in these procedures, a Resident will be entitled to a hearing before a hearing officer.

2. Definitions

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **“Grievance”** will mean any dispute which a resident may have in respect to Authority action or failure to act in accordance to the individual resident’s lease or Authority regulations which adversely affect the individual resident’s rights, duties, welfare or status. Grievance does not include any dispute a Resident may have with EHHA concerning a termination of tenancy or eviction that involves criminal activity that threatens the health, safety, or right to peaceful enjoyment of EHHA’s public housing premises by other residents and employees of EHHA, or any drug-related criminal activity on or near such premises. Nor will this process apply to disputes between residents not involving the PHA or to class grievances.
- B. **“Complainant”** will mean any resident whose grievance is presented to EHHA or at the administration office in accordance with Sections 3 and 4 of this policy.
- C. **“Elements of due process”** will mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident of the grounds for termination the tenancy and/or eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by EHHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - 4. A decision on the merits.
- D. **“Hearing Officer”** will mean a person selected in accordance with Number 4(B) of these procedures to hear grievances and render a decision with respect thereto.
- E. **“Resident”** will mean the adult person (or persons) other than a live-in aide:

- (1) Who resides in the premises, and who executed the lease with EHHA as lessee of the premises, or, if no such person now resides in the premises,
 - (2) Who resides in the premises, and who is not the remaining head of household of the Resident family residing in the premises.
- F. **“Resident organization”** includes a resident council or resident management corporation.
- G. **“Promptly”** (as used in Number 3 (D) and 4 (D)) below, will mean within the time period indicated in a notice from EHHA of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from EHHA.

3. **Procedures to Obtain a Hearing**

- A. **Request a Hearing.** The resident will submit a written request for a hearing to EHHA within fourteen (14) calendar days from the date of the proposed action of the Authority. The written request will specify:
1. The reasons for the grievance; and
 2. The action or relief sought.
- B. **Selection of Hearing Officer.** A grievance hearing will be conducted by an impartial person appointed by EHHA other than a person who made or approved EHHA action under review or a subordinate of such person.
- C. **Failure to Request a Hearing.** If the resident does not request a hearing in accordance with this Section then the Authority’s proposed action will become final; provided, that failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest EHHA’s action in disposing of the complaint in an appropriate judicial proceeding.
- D. **Hearing Prerequisite.** All grievances will be promptly presented in person, either orally or in writing.

- E. **Escrow deposit.** Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which EHHA claims is due, the resident will pay to EHHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place (this includes retro-rent). The resident will thereafter deposit monthly the same amount of the monthly rent in an escrow account held by EHHA until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow account will not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by EHHA in extenuating circumstances. Unless so waived, the failure to make such payments will result in a termination of the grievance procedure; provided, that failure to make payment will not constitute a waiver of any right the resident may have to contest EHHA's disposition of the grievance in any appropriate judicial proceeding.
- F. **Scheduling of hearings.** Upon the resident's compliance with the above Subsection E, a hearing will be scheduled by the hearing officer for a time and place reasonably convenient to both the resident and EHHA. A written notification specifying the time, place and the procedures governing the hearing will be mailed to the resident and the appropriate Authority official.

The resident will have a 15-minute grace period to attend this hearing. If the resident fails to reschedule at least 24 hours in advance, or fails to attend the hearing within the specified time frame, the resident will forfeit their right to any future hearings with regard to the matter, and the action of EHHA will take effect and another hearing will not be granted.

- G. **Exclusions from Grievance Procedure Hearings.** The following are types of evictions that qualify for an exclusion from the grievance procedure because of local court due process hearings:
1. violent criminal activity on or off public housing premises;
 2. any activity resulting in a felony conviction;
 3. health and safety of persons residing in the immediate vicinity of the premises is threatened; and
 4. drug-related criminal activity in and around the public housing premises or school zone.

4. **Procedures Governing the Hearing**

- A. The resident will be afforded a fair hearing, which will include:
1. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations, that are directly relevant to the hearing. The resident will be provided copies of such documents at the resident's expense. If EHHA does not make the documentation available for examination upon request by the resident, EHHA may not rely on such documentation at the grievance hearing;
 2. The right to be represented by counsel or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf;
 3. The right to a private hearing;
 4. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by EHHA or development management; and
 5. A decision based solely and exclusively upon facts presented at the hearing.

5. **Decision of the Hearing Officer**

- A. The hearing officer will prepare a written decision, together with the reasons therefore, within thirty (30) business days after the hearing. A copy of the decision will be sent to the resident and EHHA. EHHA will retain a copy of the decision, in the resident's folder.
- B. The decision of the hearing officer will be binding on EHHA which will take all actions, or refrain from any actions, necessary to carry out the decision unless EHHA's Executive Director determines within thirty (30) calendar days, and promptly notifies the complainant of its determination, that:
1. The grievance does not concern Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
 2. The decision of the hearing officer is contrary to applicable Federal, State, or Local law, Authority regulations or requirements of the Annual Contributions Contract between EHHA and the U.S. Department of Housing and Urban Development.

- C. A decision by the hearing officer or Executive Director in favor of EHHA or which denies the relief requested by the resident in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

SECTION XXII SECURITY DEPOSITS/RETURN OF SECURITY DEPOSIT

1. **Security Deposits**

A security deposit will be collected as follows:

- Elderly Housing (both Federal and State) – No Security Deposit
- State Moderate Rental – One month’s rent (i.e. market or TTP)
- All Others – Total Tenant Payment

Security deposits may be refunded as provided in the Lease. Upon a transfer to another development, the security deposit will be upgraded to the current rent charged.

2. **Return of Security Deposit**

- A. During the term of the lease agreement, the EHHA will administer any security deposit paid by the resident to secure return of the leased premises and payment of rent and/or other charges according to the laws of the State of Connecticut.

Upon the expiration of the lease term or upon the prior termination of the lease agreement, the EHHA must account to the resident for any security or escrow deposit.

- B. The EHHA will within thirty (30) days of termination of a lease or upon surrender and acceptance of the leasehold premise, whichever first occurs, provide a resident with a written list of any damages to the leasehold premises for which the EHHA claims the resident is liable. Delivery of the list will be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the resident. Nothing in this section will preclude the EHHA from refusing to return escrow fund, including any unpaid interest thereon, for nonpayment of rent or for breach of any other condition in the lease by the resident.
- C. Failure of the Resident to provide the EHHA with his/her new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises will relieve the EHHA from any liability under this section.

SECTION XXIII

OCCUPANCY GUIDELINES

The following guidelines will determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units WITH THE WRITTEN UNDERSTANDING that they must transfer, at the family’s expense, to the appropriate size unit when instructed to do so by EHHA. Otherwise, the following occupancy standards will apply:

1. Suggested Guidelines:

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

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

2. Assignments will be made so that, except for “husband and wife” relationship, and children under the age of five (5) years old, bedrooms will not be shared by persons of different sex at the time of admission.
3. At the option of EHHA, an infant, up to the age of two years, may share a bedroom with its parent(s); however, EHHA is under no obligation for this decision.
4. Two (2) children of the same sex with seven (7) or more years difference in age may be allowed separate bedrooms.
5. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a reliable, knowledgeable third party profession and a reasonable accommodation is requested in writing.
6. The Department of Housing and Urban Development has set restrictions on the placement of low income families in certain developments. A unit in a development which had a date of first availability on or before October 1, 1981 may be assigned to an eligible applicant who qualifies as low income.
7. A unit in a development which had a date of first availability after October 1, 1981 may be assigned only to an eligible applicant who qualifies as very low income.

SECTION XXIV COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There will be maintained in EHHA's administration office the following materials:

1. Admission and Continued Occupancy Policy (ACOP). This policy also outlines EHHA's resident selection and assignment plan.
2. Open Occupancy Notice (Applications being accepted and/or not accepted).
3. Directory of complexes, including names, address, number of units of bedroom size, number of units specifically designed for the elderly, handicapped, and office hours.
4. Income limits for admission.
5. Excess utility charges.
6. Current Schedule of Routine Maintenance Charges.
7. Dwelling Lease.
8. Grievance Procedure (See ACOP).

The following will be posted in the administration office waiting room:

1. Fair Housing Poster.
2. "Equal Housing in Employment" Poster.
3. Any current "EHHA Notices".

SECTION XXV

PET POLICY

1. Purpose

The purpose of this policy is to allow individual residents and families to keep a pet, while at the same time, ensure that pet ownership does not interfere with the rights of all residents to enjoy a clean, peaceful, and safe surrounding(s).

The East Hartford Housing Authority will allow for pet ownership in developments with written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including costs of fumigating or cleaning of their units. In exchange for this right, residents assume full responsibility and liability for their pet and agree to hold the East Hartford Housing Authority harmless from any claims caused by action or inaction of the pet.

2. Exclusions

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with written Doctor’s verification and with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. However, an Application for Pet Permit must be filled out and picture provided as the Application form contains pertinent information in case of an emergency. Assistive dog(s) must still be licensed, neutered, and have all necessary inoculations and cannot pose a threat to other residents, staff or visitors. Assistive animals must be kept under the control of the resident at all times.

The East Hartford Housing Authority will meet Section 504 ADA requirements.

3. Pets in East Hartford Housing Authority Properties

The East Hartford Housing Authority will allow for dogs, cats, birds, hamsters, gerbils, and fish in aquariums in all of its housing properties that have exterior, individual, private entryways to the unit. However, due to resident density and lack of open space for designated area for animal waste and pet exercise, the following developments are EXCLUDED from having dog(s):

MEADOW HILL APARTMENTS	-	13-4
HIGHLANDS APARTMENTS	-	13-6
HERITAGE GARDENTS	-	13-6
RAYMOND MILLER GARDENS	-	13-7

4. **Application for Pet Permit**

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request a Pet Permit form for Pet Ownership that must be fully completed before the Housing Authority will approve the request.

Residents shall provide written proof of the following before a pet will be permitted into the premises: (Specifically cats and dogs)

- A. Current dog license
- B. Current inoculation against rabies, distemper, parva virus, and other conditions prescribed by local ordinances. Proof of annual physical examination performed by a licensed veterinarian.
- C. Evidence/verification that the cat or dog has been spayed or neutered.

5. **Types and Number of Pets**

The East Hartford Housing will allow only domesticated dogs, cats, birds, hamsters, gerbils and fish in aquariums in units. All dogs and cats must be spayed/neutered.

No more than two (2) pets are allowed in the unit. Animals cannot be kept outside.

The Residents shall provide a written description of the pet and a color photo prior to moving in or obtaining the pet.

No animal may exceed thirty (30) pounds in adult weight.

Pit bulls or any other animal deemed to be potentially harmful to the health or safety of others will not be allowed regardless of weight requirement compliance.

Aquariums may not exceed thirty (30) gallons.

Liability insurance will be required on certain types/breeds of dogs. Regarding any animal that may pose a safety concern to other residents and/or staff, the Housing Authority will contact the local authorities before allowing occupancy. Proof of liability insurance will be required prior to animal occupancy.

6. **Financial Obligation of Residents**

Residents shall pay for the costs of repairs for any and all damages caused by the pet or assistive animal to the building, grounds, flooring, trim, finish, tiles, carpeting, screens, and other appurtenances. If damage is in the nature of stains or as a result of using chemicals required for the removal of stains and such damage cannot be restored to the original condition, residents shall pay the full cost and expense of replacing the item.

7. **Nuisance or Threat to Health or Safety**

Pet owners should use every consideration to protect the safety and well being of other residents by keeping the animal under control, quiet, and healthy.

Repeated, substantiated complaints by neighbors or East Hartford Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pets or move him/herself.

The privilege of owning a pet may be revoked at any time subject to the Housing Authority's Grievance Procedure if the animal becomes destructive, a nuisance, or a safety/health hazard to other tenants or if the tenant fails to comply with the Housing Authority's Policy/Agreement governing pets.

8. **Rules and Regulations**

- A. Pets must be kept in the owner's apartment or on a leash at all times when outside. No outdoor cages/dog houses may be constructed. Owner must be able to control dogs on a leash at all times. The dogs/cats cannot be tied outside without constant supervision. Dogs must be house-broken/trained. No outside animals will be permitted.
- B. The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.
- C. The pet owner must feed, bathe and care for his/her pet in accordance with established anti-cruelty laws.
- D. Pets shall not be allowed out of the apartment unless in the custody of an adult resident and on a leash. If the pet is a bird, hamster or gerbil, it shall be caged at all times.
- E. Pets will be allowed only in designated areas on the grounds of the developments.
- F. Pets shall under no circumstances be permitted on the playgrounds, wading areas, recreational facilities, community rooms, building hallways, waiting room, or tied outside. Residents must not alter the patio or yard in any way to accommodate pet(s). (i.e. doghouses, fences, or other barriers).
- G. Pet owners must clean up after their pets and are responsible for proper disposal of pet waste. Cat litter should be disposed of properly by putting the soiled litter in a bag and placing it in the dumpster or garbage can. Residents with dogs are encouraged to purchase a "pooper-scooper" and to use it to remove animal waste immediately. Solid waste should be placed in a bag and put in the dumpster or garbage can.

- H. Residents must take appropriate action to protect their pets from fleas and ticks.
- I. All dogs and cats must wear identity collars bearing the resident's name, phone number and date of the latest rabies inoculation.
- J. Pets cannot be bred or used for any commercial purpose.
- K. A pet owner must physically control or confine his/her pet during the times when Housing Authority personnel, agents of the Housing Authority, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.
- L. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner by putting the soiled litter in a bag and placing it in the dumpster or garbage can. **At no time shall litter be disposed of through plumbing fixtures or flushed down the toilet. Litter boxes cannot be stored in the bathtub/shower.**
- M. Residents may not sit pets belonging to nonresidents, or allow other pets to visit the development.
- N. Residents shall not feed strays. Feeding strays shall be considered having a pet without proper authorization.
- O. If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the East Hartford Housing Authority property within twenty-four (24) hours of written notice from the Housing Authority. The pet owner may be subject to termination of his/her dwelling lease.
- P. A pet owner who violates any other condition of this policy may be required to remove his/her pet from the development within ten (10) days written notice from the East Hartford Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

9. **Removal of Pets**

In the event of illness, death of pet owner, or in case of emergency which would prevent the pet owner from properly caring for the pet or any situation in which the animal may be left unattended for 24 hours or more, the East Hartford Housing Authority reserves the right to remove the pet to the proper authorities. The Housing Authority accepts no responsibility for the pets so removed. The pet owner assumes all responsibility for all expenses incurred.

Management and resident agree to utilize the Grievance Procedure described in the lease to resolve any dispute between the resident and management regarding a pet.

Any willful, repeated violation of the Housing Authority pet rules may constitute the removal of the pet and/or eviction of resident.

SECTION XXVI PROGRAM MANAGEMENT PLAN

1. Organizational Plan

Reference EHHA's adopted personnel policy for the organization plan of EHHA.

SECTION XXVII ADDITIONAL HA POLICIES AND CHARGES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments will be substituted in this document so as to keep this policy current. All items substituted within this document will be kept by EHHA in a separate file for historical and research purposes.

SECTION XXVIII

**EAST HARTFORD HOUSING AUTHORITY
VIOLENCE AGAINST WOMEN ACT POLICY**

1. Purpose

The Violence Against Women Act protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on act of such violence against them.

Generally, the law provides that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy right if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim or that violence and will not be “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

Any family who requests relief from eviction or termination because of domestic violence, dating violence, or stalking will be required to submit the appropriate **HUD Certification Form and provide restraining orders, police reports, letters from shelters, or other such documentation as necessary to verify the request.**

Additionally, the Housing Authority will obtain information from the local police department or any other sources deem necessary to verify the documentation or claim as to the nature and type of police calls made to the respective address as further verification.

2. Definitions [24 CFR 5.2003]

As used in VAWA:

- A. **“Bifurcate”** means, with respect to a Public Housing or Section 8 lease, to divide a lease as a matter of law such that certain tenant can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.

- B. **“Domestic Violence”** includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

C. **“Dating Violence”** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

1. The length of the relationship
2. The type of relationship
3. The frequency of interaction between the persons involved in the relationship

D. **“Stalking”** means:

1. To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
2. To place under surveillance with the intent to kill, injure, harass or intimidate another person; and
3. In the course of or because of such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of death of or serious bodily injury to or to cause substantial emotional harm to:
 - (a) That person
 - (b) A member of the immediate family of that person or
 - (c) The spouse or intimate partner of that person

E. **“Immediate Family Member”** means, with respect to a person:

1. A spouse, parent, brother, or sister or child of that person or an individual to whom that person stands in the position or place of a parent; or
2. Any other person living in the household of that person and related to that person by blood or marriage.

3. **Notifications Regarding Applicable Provisions**

A. **Notification to Participants [Pub.L. 109-162]**

VAWA requires EHHA to notify public housing program participants of their rights under this law, including their right to confidentiality and the limits thereof.

EHHA Policy

EHHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination. The notice will explain the protections afforded under the law, inform the participant of EHHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers. EHHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA (see Chapter 12 Section II).

B. Notification to Applicants

EHHA Policy

EHHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance. The notice will explain the protections afforded under the law, inform each applicant of EHHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers. EHHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 3-III.G).

C. Notification to Owners and Managers [Pub.L. 109-162]

VAWA requires EHHA to notify owners and managers of their rights and responsibilities under this law.

EHHA Policy

EHHA will inform property owners and managers of their screening and termination responsibilities related to VAWA. EHHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

1. As appropriate in day to day interactions with owners and managers.
2. Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.
3. Signs in EHHA lobby and/or mass mailings which include model VAWA certification forms.

4. Policy Outline - Goals & Activities

The purpose of this policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- A. Protecting the safety of victims;

- B. Creating long-term housing solutions for victims;
- C. Building collaborations among victim service providers; and
- D. Assisting EHHA to respond appropriately to the violence while maintaining a safe environment of EHHA, employees, tenants, applicants, Section 8 participants, Public Housing program participants and others.

5. **VAWA Mission Statement**

EHHA's policy is to comply with the 2005 VAWA pub. L 109-162; Stat. 2960 signed into law on January 5, 2006 and codified at 42 U.S.C. 1437d (1) and 1437 (d), (o), & 1 and (u). EHHA shall not discriminate against an applicant, Public Housing resident, Section 8 Program Participant or other program participant(s) on the basis of the rights or privileges provided under the VAWA.

This Policy is incorporated into EHHA's Admissions and Continued Occupancy Policy (ACOP), "Tenant Selection Plan", and the Section 8 Program Administrative Plan.

6 **Certification and Confidentiality**

- A **Failure to provide certification Under 3.2 and 3.3:** The person/family claiming VAWA status shall provide complete accurate certifications to EHHA, an owner or property manager within 14 business days after EHHA, owner, or property manager requests in writing that the person/family claiming VAWA status completes and provides the certification within the required 14 business days or any extension granted. EHHA, the owner, or property manager may take action to deny or terminate participation or tenancy or for other good cause if the person/family fails to provide such certification within the required timeframe(s) stated above.
- B **HUD Approved Certification:** For each incident that a person/family is claiming abuse, the person/family shall certify to EHHA, owner or property manager their victim status by completing a HUD approved certification form. The person/family shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuse and meet the requirement of VAWA and this policy. The person/family shall provide information to identify the perpetrator including, but not limited to the name, and if known, all alias names, date of birth, address, contact information such as postal and e-mail, telephone or facsimile number or any other information if known, regarding the perpetrator.

- C. **Other Certification:** A person/family who is claiming victim status shall provide to EHHA, an owner or manager: (a) documentation signed by the victim and employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the person has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attest under penalty of perjury (38 S.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.
- D. **Confidentiality:** EHHA, the owner and/or property manager, shall keep all information provided to EHHA under this section confidential. EHHA, owner and/or property manager, shall not enter the information into a shared database or provide to any related entity except to the extent that:
 - 1. The victim requests or consents to the disclosure in writing:
 - 2. The disclosure is required for:
 - (a) Eviction from Public Housing
 - (b) Termination of Section 8 Program's assistance; or
 - (c) The disclosure is required by applicable law

7. **Appropriate Basis for Denial of Admission, Assistance or Tenancy:**

- A. EHHA shall not deny participation or admission to a program on the basis of a person's/family's victim status, if the person/family otherwise qualifies for admission or assistance.
- B. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim/family and shall not be good cause for denying to a victim/family admission to a program, terminating Section 8 assistance or occupancy rights, or eviction of a tenant.
- C. Criminal activity directly related to domestic violence, dating violence, or stalking engaged by a member of tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- D. Notwithstanding Section 4.1, 4.2, and 4.3 EHHA, an owner or manager, may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.

- E. Nothing in Section 4.1 and 4.3 shall limit the EHHA, an owner or manager, when notified, to honor a court order addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
 - F. Nothing in Section 4.1, 4.2 and 4.3 limits EHHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However, EHHA, owner or manager, may not hold a victim to a more demanding standard.
 - G. Nothing in Section 4.1, 4.2, and 4.3 limits EHHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the EHHA, owner or manager, can show an actual and imminent threat to other tenant, neighbors, guests, their employees, persons providing services to the property or others.
 - H. Nothing in Section 4.1, 4.2 and 4.3 limits EHHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including, but not limited to, acts of physical violence or stalking against family members or others.
 - I. A Section 8 recipient (project based or tenant based) who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all others obligations of the Section 8 program may receive a voucher and move to another Section 8 jurisdiction.
 - J. A Public Housing tenant or Project Based Section 8 tenant who wants a transfer to protect their health or safety and who: (a) is a victim under this policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; (c) has complied with all other obligations of the LIPH & Project Based Section 8 Programs and; (d) and is determined to fall under the provisions of the policy may transfer to another EHHA unit, receive a Section 8 HCV and stay in Connecticut or move to another State.
8. **Actions Against a Perpetrator:** EHHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this policy. The victim shall take action to control, or prevent the domestic violence, dating violence, or stalking. The action may include, but is not limited to:
- 1. Obtaining and enforcing a restraining, no contact order, or order for protecting against the perpetrator;

2. Obtaining and enforcing a trespass against the perpetrator;
3. Enforcing EHHA or law enforcement's trespass of the perpetrator;
4. Prevent the delivery of the perpetrator's mail to the victims' unit;
5. Provide identifying information listed in 3.2; and
6. Any other reasonable measures.

9. **Notice to Applicants and Tenants**

EHHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Appropriate Basis for Denial or Admission, Assistance or Tenancy.

10. **Reporting Requirements**

EHHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. EHHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

11. **Conflict and Scope**

This policy does not enlarge EHHA's duty under any law, regulation or ordinance. If this policy conflicts with the applicable law, regulation or ordinance, the law, regulation, or ordinance shall control. If this policy conflicts with another EHHA policy such as its Statement of Policies, Admissions and Continued Occupancy Policy (ACOP), Section 8 Administrative Plan, or Tenant Selection Plan, this policy will control.

12. **Amendment**

The Executive Director of the EHHA may amend this policy when it is reasonably necessary to effectuate the policy's intent, purpose, or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the EHHA Board of Commissioners for consideration. Where reasonably necessary, the EHHA Board of Commissioners may approve the amendment. The amendment shall be effective and incorporated on the date the EHHA Board of Commissioners signs the amendment or pass the resolution.