

**Below is the proposed language change to the ACOP Over Income Policy. Please submit your comments and below or send to [documents@huntingtonha.org](mailto:documents@huntingtonha.org)**

Over-Income Families [24 CFR 960.261; FR Notice 7/26/18; Notice PIH 2019-11] The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, HHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations. Notice PIH 2019-11 also requires that PHAs publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size HHA also has discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

**HHA Policy At annual or interim reexamination,** if a family's adjusted income exceeds the applicable over income limit, HHA will document the family file and begin tracking the family's over-income status. If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, HHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the HHA's over-income policies. If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, HHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. HHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after HHA's written notice to the family. If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with HHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over income provisions as of the effective date of the recertification. HHA will notify the family in writing that over income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

HHA will begin tracking over income families once these policies have been adopted, but no later than June 14, 2023. HHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261 solely because they are over income. HHA will rely on the following over income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted. Family Size 1 2 3 4 5 6 7 8 Over Income Limit for families larger than 8 persons, the over income limit will be calculated by multiplying the applicable very-low-income limit by 2.4.

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Huntington Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and Local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Huntington Housing Authority to fully comply with all Federal, State and Local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Huntington Housing Authority will provide Federal/State/Local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Huntington Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language.

The Huntington Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate housing discrimination forms. The Huntington Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMODATION**

People with disabilities may need a reasonable accommodation in order to take full advantage of the Huntington Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Huntington Housing Authority will follow in determining whether it is reasonable to provide a

requested accommodation. Because disabilities are not always apparent, the Huntington Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Anyone requesting an application must submit a written request for a reasonable accommodation.

Notifications of re-examination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS THAT MUST BE ASKED IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, who has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Huntington Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Huntington Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Huntington Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing. If the request would alter the fundamental business that the Huntington Housing Authority conducts, that would not be reasonable. For instance, the Huntington Housing Authority would deny a request to have the Huntington Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Huntington Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Huntington Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority's programs and services, the Huntington Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Huntington Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Huntington Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Huntington Housing Authority will generally approve such a request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Huntington Housing Authority will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: Spanish and Creole.



## **4.0 FAMILY OUTREACH**

The Huntington Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Huntington Housing Authority will distribute fact sheets to the community partners and other community service personnel. The Huntington Housing Authority will also try to utilize public service announcements.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

In its main office, the Huntington Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all project offices, office hours, telephone numbers, TDD numbers, Resident Facilities and operation hours
- C. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule

- G. Current Schedule of Routine Maintenance Charges
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Huntington Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at the Housing Authority's main business office.

Applications are taken to compile a waiting list. Due to the demand for housing in the Huntington Housing Authority jurisdiction, the Huntington Housing Authority will only accept applications on an open enrollment basis.

Completed applications will be accepted for all applicants and the Huntington Housing Authority will verify the information.

Applications may be made in person at the Housing Authority's main office. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Huntington Housing Authority to make special arrangements.

The application process will involve two phases.

- The first phase is the initial application for housing assistance or the pre-application.

The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Huntington Housing Authority will make a preliminary determination of eligibility. The Huntington Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Huntington Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Huntington Housing Authority will annotate the applicant's file and will update their place on the waiting list.

- The second phase is the final determination of eligibility, referred to as the full application.

The full application takes place when the family nears the top of the waiting list. The Huntington Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are six eligibility requirements for admission to public housing: 1) qualifies as a family, 2) has an income within the income limits, 3) meets citizenship/eligible immigrant criteria, 4) provides documentation of Social Security numbers, and 5) signs all the required consent/authorization documents. The sixth requirement that is that families must also meet the Huntington Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

#### **A. Family status.**

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

- b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
- 3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
- 4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
- 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- 6. A **remaining member of a tenant family**.
- 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

- 1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80% of the median income for the area.

2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 % of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another Huntington Housing Authority without meeting the income requirements of the Housing Authority.
5. If the Huntington Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Huntington Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Huntington Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for assistance or the level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
  - e. A form authorizing the Huntington Housing Authority to investigate the criminal background for every family member who 18 years old or older.

### **8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether or not, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the public housing lease. The Huntington Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on

whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Huntington Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Huntington Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
3. History of disturbing neighbors or destruction of property;
4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Huntington Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Huntington Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or Local law enforcement, court records or through contracted professional services.

The Huntington Housing Authority will utilize nationwide criminal background reports at the initial lease-up and any other occasion that is deemed appropriate. The Huntington Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUND FOR DENIAL**

The Huntington Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. In compliance with the HUD One-Strike Rule- Any tenant family that has a history of criminal activity by any household member involving crimes of physical violence against persons and any other criminal activity relative to drug-related actions that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any Huntington Housing Authority in connection with their public housing or Section 8 programs;



- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Huntington Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Huntington Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## **8.5     *INFORMAL REVIEW***

- A.     If the Huntington Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Huntington Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. The Huntington Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Huntington Housing Authority must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B.     The participant family may request that the Huntington Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0     MANAGING THE WAITING LIST**

### **9.1     *OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on

other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

The closing date of the waiting list will also be announced in the same public notice. The public notice may state what bedroom sizes are available. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

## **9.2 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Huntington Housing Authority and the applicant will be documented in the applicant file.

## **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When it appears that a family is nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

However, if a family no longer qualifies to be near the top of the list, due to a change in preferences (see Section Chapter 1 section 10.0), the family's name will be returned to the appropriate spot on the waiting list. The Huntington Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

## **9.4 PURGING THE WAITING LIST**

The Huntington Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Huntington Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

## **9.5     *REMOVAL OF APPLICANTS FROM THE WAITING LIST***

The Huntington Housing Authority will not remove an applicant's name from the waiting list unless:

- A.     The applicant requests in writing that the name be removed;
- B.     The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C.     The applicant does not meet either the eligibility or suitability criteria for the program.

## **9.6     *MISSED APPOINTMENTS***

All applicants who fail to keep a scheduled appointment with the Huntington Housing Authority will be sent a notice of termination of the process for eligibility.

The Huntington Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and absolutely no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Huntington Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

## **9.7     *NOTIFICATION OF NEGATIVE ACTIONS***

Applicants whose names are being removed from the waiting list due to be updated, will be notified by the Huntington Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The Huntington Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Huntington Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application. This notification policy does not apply to individuals being removed from the waiting list because they failed to appear at a scheduled appointment, if they fail to respond to a written request for information or if they failed to respond to a request to declare their continued interest in the program/unit offer- as the initial letter from the HHA will clearly state that failure to respond will result in your removal from the waiting list.

## 10.0 TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1 PREFERENCES

The Huntington Housing Authority will select families based on the following preferences within each bedroom size category:

- A. **Persons who live and/or work in the Town of Huntington (5 points)**
- B. **Persons who are a veteran of the United States Armed Forces or the widow(er) (2 Points)**
- C. **Persons who meet the Housing Authority's definition of disable and can provide verifiable proof (1 Points)**
- D. **Persons who are elderly- 62 years of age or older (1 Point)**

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families.

**Buildings Designated as Elderly Only Housing:** The Huntington Housing Authority maintains buildings that have been approved by HUD as being designated for elderly only. In filling vacancies in this development, the HHA will house elderly families only.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

## **10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family's unit size without overcrowding or over-housing:

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. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Huntington Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom.

- B. Children of the opposite sex, both under the age of six will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

**Live-in aides will not get a separate bedroom.**

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Huntington Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 3 years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Huntington Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### ***10.3 SELECTION FROM THE WAITING LIST***

The Huntington Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### ***10.4 DECONCENTRATION POLICY***

It is Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Huntington Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

#### ***10.5 DECONCENTRATION INCENTIVES***

The Huntington Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

#### ***10.6 OFFERING OF A UNIT***

When the Huntington Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Huntington Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Huntington Housing Authority regarding the offer.



The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Huntington Housing Authority will send the family a letter documenting the offer and the rejection.

#### ***10.7 REJECTION OF UNIT***

If in making the offer to the family the Huntington Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Huntington Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

#### ***10.8 ACCEPTANCE OF UNIT***

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and the co-head of household will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if both the head and co-head of household have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and

that they have reviewed them with Huntington Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Huntington Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

**The Total Tenant Payment or \$250.00 whichever is greater**

In exceptional situations, the Huntington Housing Authority reserves the right to allow a new resident to pay their security deposit in up to twelve (12) payments- to which the tenant will enter into an agreement. This shall be at the sole discretion of the Housing Authority

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME & OVER INCOME**

To determine annual income, the Huntington Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Huntington Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and

- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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 is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 an investment is 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 includes 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.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.

1. 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 consists 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 requirement is the amount resulting from one application of the percentage.
  2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. 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);

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. 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);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. 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 Huntington Housing Authority 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;
  - 5. 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;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or Local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or Local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or Local law;
    - ii. Is funded by the Federal, State or Local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. 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 begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11)

will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the Huntington Housing Authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this Huntington Housing Authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. 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
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes

- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Housing Authority

The Huntington Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. 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 or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

#### **11.4 OVER INCOME**

Over-Income Families [24 CFR 960.261; FR Notice 7/26/18; Notice PIH 2019-11] The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, HHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations. Notice PIH 2019-11 also requires that PHAs publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size. HHA also has discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

**HHA Policy At annual or interim reexamination**, if a family's adjusted income exceeds the applicable over income limit, HHA will document the family file and begin tracking the family's over-income status. If one year after the applicable annual or interim reexamination the family's

income continues to exceed the applicable over-income limit, HHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the HHA's over-income policies. If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, HHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. HHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after HHA's written notice to the family. If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with HHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. HHA will notify the family in writing that over income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

HHA will begin tracking over income families once these policies have been adopted, but no later than June 14, 2023. HHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261 solely because they are over income. HHA will rely on the following over income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted. Family Size 1 2 3 4 5 6 7 8 Over Income Limit for families larger than 8 persons, the over income limit will be calculated by multiplying the applicable very-low-income limit by 2.4.

## **12.0 VERIFICATION**

The Huntington Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Huntington Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Huntington Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Huntington Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Huntington Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Huntington Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, passport etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional,	Proof of SSI or Social Security

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	SSI, etc	disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor who is knowledgeable of medical condition	N/A
Child care costs	Signed and notarized HHA form from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life		

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

## Income

### Hierarchy of Order:

EIV only for SS & SSI benefits unless tenant disputes EIV

EIV + current pay stubs (wages only)

EIV + employer letters

Tenant provided documents from a 3<sup>rd</sup> party are acceptable

PHA would pursue 3<sup>rd</sup> party (verification form) if tenant is unable to provide documents requested by PHA, tenant provided documents are not acceptable to PHA

EIV should not be used to calculate anticipated annual income

EIV is used to validate tenant reported income & supplement tenant provided documents

### Foster Children

Foster care agency might not want foster parent to have information. PHA needs to reach out to agency to get SSN to determine eligibility & they are required to provide.

24CFR960.259 & 982.551: family must supply any information the PHA or HUD determines is necessary to the administration of the program, family must provide any information the PHA or HUD requests for use in a regularly scheduled re-exam or interim exam

EIV reduces administrative burden of postage costs, telephone costs, fees charged by some 3<sup>rd</sup> parties for verification, ambiguity of written 3<sup>rd</sup> party verification, & occurrence of not receiving written 3<sup>rd</sup> party verification

EIV may be disclosed only to the individual to whom the information pertains to  
EVI information for a minor may be disclosed to the parent or guardian  
PHA hired auditors may view EIV information but may not be granted access to EIV

Individuals who will not access EIV but will view information are required to sign the EIV Access Authorization form, Rules of Behavior & User Agreement & PHA must maintain on file

Portability: administration by initial PHA

### ***12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS***

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first re-examination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first re-examination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first re-examination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Huntington Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Huntington Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Huntington Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be

admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Huntington Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### ***12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Huntington Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Huntington Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

## **12.5 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) days of certification or re-examination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim re-examination is conducted, the Huntington Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Huntington Housing Authority will only verify and update those elements reported to have changed.)

## **12.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular re-examination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular re-examination. Likewise, when a child turns six, their verification will be obtained at the next regular re-examination.

# **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

## **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual re-examination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income re-examination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a re-examination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.



2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00 but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H) (11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50% of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Huntington Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Huntington Housing Authority will immediately suspend the minimum rent for the family until the Huntington Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  1. When the family has lost eligibility for or is waiting 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 income of the family has decreased because of changed circumstances, including loss of employment;

4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Huntington Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
  - C. Temporary hardship. If the Huntington Housing Authority 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 ninety (90) days from the date of the family's request. At the end of the ninety (90) day period, the minimum rent will be imposed retroactively to the time of suspension. The Huntington Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Huntington Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
  - D. Long-term hardship. If the Huntington Housing Authority 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 the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4 THE FLAT RENT**

**(See Appendix I of this Policy for current Flat Rents)**

The Huntington Housing Authority has set a flat rent for each public housing unit. In doing so, the Huntington Housing Authority utilized the Section 8 Fair Market Rent scale for area apartments. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a thirty (30) day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3 and Appendix I of this policy).

The flat rents at each of the developments are incorporated in this policy upon approval by the Board of Commissioners.

#### **13.5 CEILING RENT**

The Huntington Housing Authority has not set a ceiling rent.

### **13.6 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Huntington Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Huntington Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.7 UTILITY ALLOWANCE**

The Huntington Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based HUD's annual utility allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Huntington Housing Authority paid utilities, the Huntington Housing Authority will monitor the tenant supplied appliances in each household. If any tenant family has appliances in excess to the HHA supplied appliances- they will be charged a utility fee. For example- a tenant family will be charged an additional \$20.00 fee (from June through September) for each air-conditioning unit in the unit. However, if a tenant has other appliances, such as deep freezers, washer and dryers- they will be charged fees that have been established by the Huntington Housing Authority and they will be billed monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual re-examination.

Families with high utility costs are encouraged to contact the Huntington Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Huntington Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Huntington Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.8 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Housing Authority's main office. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10 late charge or \$1 a day, whichever is greater, will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for processing costs.

If it becomes necessary for the PHA to employ an attorney and bring court proceeding against resident(s) to collect any rent and other charges incurred by the resident, or to enforce the provisions of the lease, or to evict resident from the premises, and if judgment is entered against the resident in favor of PHA in such proceedings, the resident shall be obliged to pay as additional rent the costs of filing and service of process and reasonable attorney's fees of no less than \$250.00. However, please be advised that if a family appears in court and makes a court mandated agreement and/or remits payment in full and maintains a satisfactory payment history for the six (6) month period following the court proceeding, we will credit the \$250.00 fee. The credit is a one time waiver.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight (8) hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older

- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

#### ***14.3 NOTIFICATION OF THE REQUIREMENT***

The Huntington Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Huntington Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Huntington Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual re-examination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual re-examination would have been effective had an annual re-examination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual re-examination.

#### ***14.4 VOLUNTEER OPPORTUNITIES***

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household

management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

#### ***14.5 THE PROCESS***

At the first annual re-examination on or after October 1, 1999, and each annual re-examination thereafter, the Huntington Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will inform the Huntington Housing Authority of whether or not each applicable adult family member is in compliance with the community service requirement.

#### ***14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT***

The Huntington Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### ***14.7 OPPORTUNITY FOR CURE***

The Huntington Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state

that the family member(s) agree(s) to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Huntington Housing Authority shall take action to terminate the lease.

## **15.0 RE-CERTIFICATIONS**

At least annually, the Huntington Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **15.1 GENERAL**

The Huntington Housing Authority will send a notification letter to the family letting them know that it is time for their annual re-examination, scheduling an appointment if they are currently paying a formula rent. At the appointment, the family can make their final decision regarding which rent method they will choose either flat rent or formula rent. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Huntington Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The



letter will also advise that failure by the family to attend the second scheduled interview will result in the Huntington Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the re-examination process will state the following:

- A. Each year at the time of the annual re-examination, the family has the option of selecting a flat rent amount in lieu of completing the re-examination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income re-examination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a re-examination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Huntington Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year subsequent to their annual re-certification date, Huntington Housing Authority will send a re-examination letter to the family offering the choice between a flat or

formula rent. The opportunity to select the flat rent is available only at this time. The Huntington Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Huntington Housing Authority representative, they may make the selection on the form and return the form to the Housing Authority. In such case, the Huntington Housing Authority will accept the form as family's authorization to use the flat rent.

#### **15.4 THE FORMULA METHOD**

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Huntington Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the flat rent.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RE-EXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a thirty (30)-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### **15.6 INTERIM RE-EXAMINATIONS**

During an interim re-examination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report any increase in income or decreases in allowable expenses between annual re-examinations- within ten (10) days of the change.

Families are required to report the following changes to the Huntington Housing Authority between regular re-examinations. If the family's rent is being determined under the formula method, these changes will trigger an interim re-examination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Huntington Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim re-examination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Huntington Housing Authority will take timely action to process the interim re-examination and recalculate the tenant's rent. However, taking into consideration the administrative burden associated with the interim re-certification, the change must be significant.

## ***15.7 SPECIAL RE-EXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Huntington Housing Authority may schedule special re-examinations every sixty (60) days until the income stabilizes and an annual income can be determined.

#### **15.8 *EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS***

Unless there is a delay in re-examination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the within the month the interim re-examination should have been completed, as long as the change was reported with the first ten (10) days of the month. However, if the change is reported thereafter, the change will become effective the first of the month after the reported change.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

### **16.0 UNIT TRANSFERS**

#### **16.1 *OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

## **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible amenities to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Huntington Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Huntington Housing Authority when a transfer is the only or best way of solving a serious problem.

## **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

## **16.4 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Huntington Housing Authority and the family rejects two offers without good cause, the Huntington Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.5 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Huntington Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Huntington Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### ***16.6 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### ***16.7 TRANSFER REQUESTS***

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Huntington Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Huntington Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Huntington Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### ***16.8 RIGHT OF THE HUNTINGTON HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

### **17.0 INSPECTIONS**

An authorized representative of the Huntington Housing Authority will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Huntington Housing Authority file and a copy given to the family member. An authorized Huntington Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Huntington Housing Authority damages to the unit.

#### ***17.1 MOVE-IN INSPECTIONS***

The Huntington Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### ***17.2 ANNUAL INSPECTIONS***

The Huntington Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

#### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

#### ***17.4 SPECIAL INSPECTIONS***

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

#### ***17.5 HOUSEKEEPING INSPECTIONS***

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

#### ***17.6 NOTICE OF INSPECTION***



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

#### ***17.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Huntington Housing Authority 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.

#### ***17.8 PRE-MOVE-OUT INSPECTIONS***

When a tenant gives notice that they intend to move, the Huntington Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Huntington Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Huntington Housing Authority to ready units more quickly for the future occupants.

#### ***17.9 MOVE-OUT INSPECTIONS***

The Huntington Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

### **18.0 PET POLICY**

#### ***18.1 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 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.

#### ***18.2 PETS***

The Huntington Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and families.

### ***18.3 APPROVAL***

Residents must have the prior approval of the Huntington Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Huntington Housing Authority will approve the request. All residents must provide proof of a valid insurance policy that will completely indemnify the Huntington Housing Authority from any actions brought as a result of any activity or effect by the resident's pet.

### ***18.4 TYPES AND NUMBER OF PETS***

The Huntington Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty (20) pounds in weight.

### ***18.5 INOCULATIONS***

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by Local ordinances.

### ***18.6 PET DEPOSIT***

A pet deposit of \$300.00 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

### ***18.7 FINANCIAL OBLIGATION OF RESIDENTS***

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Huntington Housing Authority reserves the right to exterminate and charge the resident.

### ***18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY***

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.

Repeated substantiated complaints by neighbors or Huntington 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 pet or move him/herself.

#### **18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

#### **18.10 VISITING PETS**

Only qualifying pets, properly approved by the Housing Authority, and owned by Huntington Housing Authority residents, will be allowed on the Huntington Housing Authority property. No visiting pets will be allowed.

#### **18.11 REMOVAL OF PETS**

The Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

### **19.0 REPAYMENT AGREEMENTS**

When a resident owes the Huntington Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Huntington Housing Authority allow them to enter into a Repayment Agreement. The Huntington Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures. In all cases repayment agreement will require that the family pay the current rent charges in full while repaying the arrears.

## **20.0 TERMINATION**

### **20.1 *TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **20.2 *TERMINATION BY THE HOUSING AUTHORITY***

The Huntington Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Huntington Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Huntington Housing Authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- J. Violent criminal activity on or off the property or serious drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

### ***20.3 HUD ONE STRIKE RULE***

#### **HUD 960.204 -CRIMINAL ACTIVITY**

##### **HUD 966.4 Lease requirements**

The Huntington Housing Authority, under the guidance of HUD's One Strike Policy, and the Housing Opportunity Program Extension Act of 1996, hereby adopts Amendments to the Resident Lease Agreement.

#### **A. Resident Conduct**

1. Any criminal activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
2. All drug related criminal activity, whether on or off the premises, is cause for eviction.
3. A tenancy may be terminated and the household evicted when the Tenant, any member of the Tenant's household, or guest engages in criminal activity described above.
4. In accordance with Public Housing Law, The Huntington Housing Authority prohibits continued occupancy in any Public Housing dwelling unit for any person or family who The Huntington Housing Authority determines is illegally using a controlled substance.
5. The Huntington Housing Authority shall terminate the tenancy of any resident
  - a. who is determined to be illegally using a controlled substance; or
  - b. whose illegal use of a controlled substance or whose abuse of alcohol is determined by The Huntington Housing Authority to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents of the development;
  - c. who willfully allows the apartment unit to be used to store, manufacture, distribute, or facilitate the use of illegal narcotics.

## B. Evictions Huntington Housing Authority

1. Drug related or criminal activity, in violation of this lease provision, will be treated as a serious violation of the material terms of this lease.

Huntington Housing Authority will seek eviction, under appropriate laws and statutes, of any resident determined to be in violation of the material terms of the lease.

### One Strike Policy

2. Under terms of Federal Law and this lease, it is not necessary that a conviction be issued by a court in the criminal matter. The existence of criminal activity and proof of the same by a "preponderance of evidence" shall be sufficient proof of violation of the lease. Federal Law preempts any state requirements that there be a conviction in order to evict a Tenant.
3. Tenants, upon entering into the lease agreement, promise to abide by its terms. Tenants have an affirmative obligation to assure that neither they nor any member of their household or guest or anyone else under their control, by virtue of having been invited to the premises, will engage in prohibited drug related or other criminal activities. The Huntington Housing Authority may evict the entire household when the household member or guest commits a crime violation of the lease provisions. The Tenant has promised in the lease to ensure a crime-free household. The Tenant is responsible for the household.

The Huntington Housing Authority will handle all the above noted eviction cases on an individual basis. These provisions, known as "*One Strike*" provisions, will be implemented and enforced evenhandedly. Similar lease violations in similar circumstances will result in similar sanctions.

In accordance with the HUD Policy- families being terminated using the One Strike Policy are not entitled to a fair hearing/informal hearing- but instead will be immediately subjected to court proceedings.

## **20.3 ABANDONMENT**

The Huntington Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Huntington Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Huntington Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than **\$2,000**, the Huntington Housing Authority will mail a notice of the sale or disposition to the resident and then wait **30 days**. Family pictures, keepsakes, and personal papers cannot be sold or disposed of **30 days** after the Huntington Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than **\$2,000**, the Huntington Housing Authority will mail a notice of the sale or disposition to the resident and then **45 days** before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Huntington Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Huntington Housing Authority will mail it to the family. If the family's address is not known, the Huntington Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Housing Authority.

Within **10 days** of learning of an abandonment, the Huntington Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

## **20.4 Informal Hearings for Participant Families**

### **20.4.1 When an Informal Hearing must be offered to a Family**

The HHA will offer a Family participating in the program an informal hearing for the following reasons:

- a) A determination of the Family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment;
- (b) A determination of the appropriate Utility Allowance (if any) for tenant-paid utilities from the HHA allowance schedule;
- (c) A determination of the Family Unit Size under the HHA Subsidy Standards;
- (d) A determination to terminate assistance for a Participant Family because

of the Family's action or failure to act;

- (e) A determination to terminate assistance because the Family has been absent from the assisted unit for longer than the maximum period permitted under HHA policy and HUD rules. See section 13.5.2(h);
- (f) A determination to deny a Reasonable Accommodation;
- (g) A determination to deny assistance under the HHA's Residual Family policy.

#### **20.4.2 When an informal hearing is not required**

The HHA is not required to provide a Participant Family an opportunity for an informal hearing for any of the following:

- (a) Discretionary administrative determinations by the HHA;
- (b) General policy issues or class grievances;
- (c) Establishment of the HHA schedule of Utility Allowances for families in the program;

#### **20.4.3 Notice to the Family to Request an Informal Hearing**

- (a) In the cases described in sections 13.6.1(a), (b), and (c), the HHA will notify the Family of the basis for the HHA determination. The HHA will attempt to schedule a private conference in accordance with section 13.6.5 and section 8.6 in these situations. If a resolution cannot be reached at the Private Conference, the HHA will notify the Family in writing that the Family may request an informal hearing within ten (10) days.
- (b) In the cases described in sections 13.7.1(d), (e), (f), and (g), the HHA will notify the Participant as explained in section 13.5.

#### **20.4.4 Expeditionary Hearing Process**

The HHA will hold a hearing and issue a decision within fourteen (14) business days from the date the hearing request was made. The Family will continue to receive assistance while a decision is pending.

#### **20.4.5 Hearing Procedures**



- (a) *Time to request a hearing.* The Participant has ten (10) days from the date of the proposed termination letter, except in Non-Citizen Rule cases where the time period shall be thirty (30) days from the date of the notice of termination of assistance for any Family member.
- (b) *Scheduling.* The HHA will schedule an informal hearing upon the receipt of a Participant's written request. The Participant will be given at least fourteen (14) days notice prior to the hearing date.
- (c) *Discovery.*
  - (1) The HHA will give the Family the opportunity to examine before the hearing, any documents in HHA's possession that are directly relevant to the hearing. The HHA will allow the Family to make copies of the relevant documents before the hearing at the Family's expense. The HHA will also allow a representative of the Family with an authorized release may have access to the file. If the HHA does not make the document available to the Family for examination upon request, then the HHA may not rely on the document at the hearing.
  - (2) The Family must allow the HHA to examine any Family documents that are directly relevant to the hearing before the hearing upon request. The Family must allow the HHA to examine the relevant documents at the HHA and the Family will allow the HHA to copy the relevant documents at the HHA's expense. If the Family does not make the document available to the HHA for examination upon request, then the Family may not rely on the document at the hearing.
  - (3) Either party may request an extension if required to rebut documents that were not provided to the opposing party prior to the hearing. Extensions will be granted at the discretion of the hearing officer.
- (d) *Postponement.*

One will not be granted unless the legal representative or the participants have provided the HHA with prior written notification forty-eight (48) hours in advance.
- (e) *Representation of Family.* At its own expense, the Family may be represented by a lawyer or other representative of the Family's choice.
- (f) *Evidence.* The HHA and the Family will each be given the

opportunity to present evidence and question any witnesses. The Hearing Officer may consider evidence without regard to admissibility under the rules of evidence applicable to judicial proceedings.

- (g) *Hearing Officer.* Any designated HHA employee may conduct the informal hearing, other than a person who made the decision under review or his or her subordinate. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HHA's hearing procedures.
- (h) *Extensions.* The hearing officer may use discretion to grant an extension or continue the hearing to hear additional evidence.
- (i) *Issuance of Decision.* The hearing officer shall make a factual determination relating to the individual circumstances of the Participant based on a preponderance of the evidence presented at the hearing. The hearing officer may also take into consideration any mitigating circumstances presented by the Participant. The hearing officer shall promptly render a written decision (within fourteen (14) days of the hearing) stating briefly the reasons for the decision. The hearing officer will send a copy of the decision to the Family by certified and first class regular mail. The hearing officer will also forward a copy of the decision to the Leased Housing Division and the Leasing Officer.
- (j) *Failure to attend the hearing.* The HHA may terminate the subsidy if the Participant did not attend the hearing and did not attempt to reschedule within twenty-four (24) hours prior to hearing. The HHA will reschedule the hearing when a Participant submits evidence of compelling circumstances that prevented the Participant attending the hearing on the scheduled date. If the Participant does not attend the hearing because the scheduling notice was not received due to the Participant's failure to give the HHA the correct and/or most current address, the HHA may terminate the subsidy.
- (k) *Effect of Decision.*
  - (1) If the decision to terminate the Family's assistance is ***upheld***, the Family will no longer receive assistance under the Section 8 program. The Leased Housing Division will promptly send the Owner and the Participant a 30-day notice of termination. There is no additional opportunity to

appeal the hearing officer's decision within the HHA. While a participant will always have an opportunity to engage the HHA Board of Commissioner, in order to preserve their rights they must utilize the Section 78 Appeal process to appeal a fair hearing.

- 2) If the decision to terminate the Family's subsidy is *reversed*, the Family will continue to receive assistance under the Section 8 program and will be considered a participant in good standing.
- (3) The Administrator or his or her designee may find that the HHA is not bound by an informal hearing decision:
  - (i) concerning a matter for which the HHA is not required to provide an opportunity for an informal hearing, or that exceeds the authority of the person conducting the hearing, or
  - (ii) is contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or Local law.

Under such circumstances, the Administrator or his or her designee will make the determination to continue or terminate Participant's assistance. The HHA will promptly notify the Participant of the determination, and of the reasons for the determination. There will be no further opportunity to appeal the decision.

## **20.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Huntington Housing Authority will return the security deposit within **30 days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Huntington Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **30 days**.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and at the option of the housing authority, for interim re-examinations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older, or who is the head of the household, spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a Huntington Housing Authority under which HUD agrees to provide funding for a program under the 1937 Act, and the Huntington Housing Authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or are on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of the actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**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 shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**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. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws. *[1937 Act]*

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a Huntington Housing Authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the Huntington Housing Authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three (3) years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**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. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general Local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** The amount calculated by multiplying net family assets by a HUD-specified percentage for households with net family assets of more than \$5,000. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A re-examination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household's circumstances warrants such a re-examination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.



**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**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. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**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 shall 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 shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a Huntington Housing Authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of no less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Prorating of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, County, Municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Re-certification:** The annual re-examination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the Huntington Housing Authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the Huntington Housing Authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107,

as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a Huntington Housing Authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need that is made under programs funded by Federal, State or Local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

## **Appendix I**

Flat rents are set at the Section 8 Fair Market rent levels.

0 Bedroom	\$ 755
1 Bedroom	\$ 934
2 Bedroom	\$ 1,139
3 Bedroom	\$ 1,585
4 Bedroom	\$ 1,698