



**Claremont Housing Authority**  
**Admissions & Continued Occupancy Policy (ACOP)**  
**for Public Housing at the**  
**Marion L. Phillips Apartments**  
**Project No. NH012-1**

**MARCH 25, 2019**

**CLAREMONT HOUSING AUTHORITY**  
**ADMISSIONS & CONTINUED OCCUPANCY POLICY (ACOP)**  
**FOR PUBLIC HOUSING**  
**AT THE MARION L. PHILLIPS APARTMENTS**  
**PROJECT NO. NH012-1**

|                            |                |
|----------------------------|----------------|
| Adopted: January 29, 1992  | Resolution 582 |
| Revised: February 26, 1997 | Resolution 630 |
| Revised: June 24, 1998     | Resolution 643 |
| Revised: December 29, 1999 | Resolution 661 |
| Revised: March 24, 2003    | Resolution 685 |
| Revised: October 26, 2004  | Resolution 687 |
| Revised: March 21, 2011    | Resolution 724 |
| Revised: June 16, 2014     | Resolution 735 |
| Revised: March 25, 2019    | Resolution 755 |

To qualify for an apartment in public housing, there are certain standards and requirements that must be met by an applicant and his/her family members. The Pre-admission Policy incorporates the requirements of the U.S. Department of Housing and Urban Development (HUD) as established in the Federal Regulations and the CHA's Annual Contributions Contract (ACC) with HUD. This Policy explains the application process and acts as a guide for those who are in need of housing assistance.

The opportunity to apply for public housing will be offered without regard for race, color, national origin, religion (creed), sex, age, handicap, disability, or family status.

The Claremont Housing Authority/Marion L Phillips Apartments (CHA/MLP) will offer every apartment on a fair and equitable basis to eligible persons and families in accordance with the provisions of the Admissions and Continued Occupancy Policy, herein referred as the "ACOP."

This Policy applies only to Public Housing administered by the CHA and does not apply to the Housing Choice Voucher/Section 8 Housing Assistance Payments Program or to any other program administered by the CHA.

Throughout this Policy, the terms "tenant" and "resident" are considered to be interchangeable.

***Adopted by the Board of Commissioners*** ***March 25, 2019***

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# ADMISSIONS & CONTINUED OCCUPANCY POLICY

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This Admissions & Continued Occupancy Policy defines the Claremont Housing Authority / Marion L. Phillips Apartments' (CHA/MLP) 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 Claremont 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. The Claremont Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

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 CHA's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Claremont Housing Authority will provide Federal, State and local information to applicants/tenants/residents 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 CHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Claremont Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The CHA 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.

**Nondiscrimination:** The Claremont Housing Authority does not discriminate or segregate or restrict access to programs because of race, color, national origin, religion (creed), sex, age, handicap, disability, or family status. The CHA is bound by nondiscrimination requirements of Federal, State and local law and, in particular, the requirements of the following:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance;

- B. Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental or advertising of housing;
- C. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving Federal financial assistance;
- D. Executive Order 11063, which requires HUD to take whatever action is necessary to prohibit discrimination, based on race, color, national origin, religion (creed), or sex in housing receiving Federal financial assistance; and
- E. Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination based on handicap in programs receiving Federal financial assistance.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Claremont Housing Authority's 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 accommodation and the guidelines the CHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CHA will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

### **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, 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 TO ASK IN GRANTING THE ACCOMMODATION**

- A. *Is the requestor a person with disabilities?* For this purpose the definition of a 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, has a record of such

impairment, or is regarded as having such 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 Claremont 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 Claremont Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The CHA 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 Claremont Housing Authority's business is housing. If the request would alter the fundamental business that the CHA conducts, that would not be reasonable. For instance, the CHA would deny a request to have the CHA 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 Claremont 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 Claremont Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the CHA's programs or services.

If more than one accommodation is equally effective in providing access to the Claremont Housing Authority's programs and services, the CHA 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 Claremont Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the CHA 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 Claremont Housing Authority will generally approve such 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 AND LIMITED ENGLISH PROFICIENCY (LEP) APPLICANTS AND RESIDENTS**

If an applicant or resident asks for language assistance, or if staff identifies an applicant or resident who needs assistance, the Claremont Housing Authority will provide free language assistance in the form of oral or written interpretation services.

CHA's detailed Language Assistance Plan is available for review by applicants and residents.

### **3.5 SERVICES FOR HEARING IMPAIRED APPLICANTS AND RESIDENTS**

If a hearing impaired applicant or resident requires communication they should request an interpreter, the Claremont Housing Authority will provide a qualified American Sign Language interpreter as no charge. Claremont Housing Authority will provide at no charge, an interpreter for all meetings which pertain to the applicants/residents lease obligations, group resident meetings at the applicant/resident request. The applicant/resident must request this service within 48 hours of the event.

### **4.0 FAMILY OUTREACH**

The Claremont 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 Claremont Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The CHA will also try to utilize public service announcements.

The Claremont Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## **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**

The Claremont Housing Authority will post in the office or make available, 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. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Claremont 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:

Marion L. Phillips Apartments, 243 Broad Street, Claremont, NH 03743.

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

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

Applications may be made in person Monday through Friday from 8 AM to 3 PM. Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Claremont Housing Authority to make special arrangements. Please see section 3.5 for hearing impaired applicants/residents.

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 Claremont Housing Authority will make a preliminary determination of eligibility. The CHA will notify the family in writing that they have been added to the waitlist and will notify them when they near the top. If the CHA determines the family to be ineligible, a letter will be sent stating 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 Claremont 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 Claremont 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 four eligibility requirements for admission to public housing: has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Claremont 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 who 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.
- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
- 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, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.
- 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Housing Choice Voucher/Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the CHA.
- 4. If the Claremont 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.
- 5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
- 6. The Claremont Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
- 7. If there are no eligible families on the waiting list and the Claremont Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

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 6 years of age and older 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 Claremont 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;
    - b. A provision authorizing HUD or the Claremont Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or 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.

### **8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Claremont 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, CHA 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 Claremont 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 wellbeing of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. 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
  - 6. History of abusing alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by others.
- C. The Claremont Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The CHA 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 or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the CHA may contact law enforcement agencies where the individual had lived;
  - 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 GROUNDS FOR DENIAL**

The Claremont 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 within a specified amount of time, as noted in CHA/MLP correspondence;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program within a specified amount of time, as noted in CHA/MLP correspondence;
- 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. Have a 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 wellbeing 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 housing authority in connection with their Public Housing or Housing Choice Voucher/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 therefrom;
- J. Were evicted from assisted housing within three 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 or 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 Claremont Housing Authority may waive this requirement if the person:
  - 1. Demonstrates to the CHA'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 Claremont Housing Authority staff member or resident;
- 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 Housing Choice Voucher/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 Claremont Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the CHA 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 10 business days of the denial. The CHA will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Claremont 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 CHA's decision. The CHA must notify the applicant of the final decision within 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 Claremont 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. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 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 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 as 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.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. 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 contact between the Claremont Housing Authority and the applicant will be documented in the applicant file.

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

When a family appears to 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 that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Claremont Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review. This information will be contained in the applicants file.

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.

## **9.4 PURGING THE WAITING LIST**

The Claremont 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 CHA has current information, i.e. applicant's address, family composition, income category, and preferences.

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

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

- A. The applicant requests verbally or in writing that the name be removed and a letter of confirmation will be sent;
- B. If within the specific time allowed, as stated in current correspondence, 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 Claremont Housing Authority will be sent a notice of termination of the process for eligibility.

The Claremont 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 no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the CHA 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**

Any applicant whose name is being removed from the waiting list will be notified by the Claremont Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or 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 timeframe specified. The CHA 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 CHA will verify that there is in fact a disability and the disability caused the failure to respond, and will 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.

# **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

## **10.1 PREFERENCES**

The Claremont Housing Authority will select families based on the following preferences within each bedroom-size category based on our local housing needs and priorities:

- A. Applicants with an adult family member who either lives or works or has been hired to work in the county or municipality of the Claremont Housing Authority.
- B. Displaced person(s): Individuals or families displaced by government 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.
- C. Applicants with an adult family member enrolled in an employment training program, currently working eight (8) hours a month, or attending school on a full-time basis. This preference is also extended equally to all elderly families and all families whose head or spouse is receiving income based on their inability to work.
- D. All other applicants.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, preference B families will be offered housing before any families in preference C, and preference C families will be offered housing before any families in preference D.

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, near elderly, disabled or displaced will be offered housing before other single persons.

**Buildings Designed for the Elderly, Near Elderly and Disabled:** Preference will be given to elderly, near elderly and disabled families. All such families will be selected from the waiting list using the preferences as outlined above. All family members must be eighteen (18) years or older. After being admitted to the building, if any family member has a child under the age of eighteen (18) years join the household, it will be necessary for them to vacate the unit, per the release form that was signed by them at the time of lease-up. The family will have the option of accepting a Housing Choice Voucher/Section 8 voucher to receive outside rental assistance.

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

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

- A. Foster adults and/or foster children over the age of eighteen (18) years will not be required to share a bedroom with family members.
- B. Live-in aides will 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 Claremont 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 three (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 Claremont 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 Claremont 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 ensure 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 the Claremont 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 Claremont 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 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 Claremont 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 OFFER OF A UNIT**

When the Claremont 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 Claremont 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 CHA 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 Claremont Housing Authority will send the family a letter documenting the offer and the rejection.

## **10.7 REJECTION OF A UNIT**

If in making the offer to the family the Claremont 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 Claremont 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 A 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.

At the time the lease is signed, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation. The family will not be housed if they 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, excess 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 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 Claremont Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be included in the

resident's lease-up package.

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 \$50.00, whichever is greater.

In exceptional situations, the Claremont Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one-third with their third rent payment. 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. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

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**

To determine annual income, the Claremont Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Claremont 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 reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Claremont Housing Authority believes that past income is the best available indicator of expected future income, the CHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

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. Imputed welfare income:

- a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Claremont Housing Authority by the welfare agency) plus the total amount of other annual income.
- b. At the request of the Claremont Housing Authority, the welfare agency will inform the CHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the CHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The CHA will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Claremont Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Claremont Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Claremont Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the CHA denies the family's request to modify such amount, then the CHA shall give the resident written notice of such denial, with a brief explanation of the basis for the Claremont Housing Authority's determination of the amount of imputed welfare income. The CHA's notice shall also state that if the resident does not agree with the determination, the resident may appeal the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies:
  - 1). The Claremont Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such

reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the CHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

- 2). The Claremont Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the CHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Claremont Housing Authority shall rely on the welfare agency notice to the CHA of the welfare agency's determination of a specified welfare benefits reduction.
- 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, childcare, 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 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, resident initiatives coordination and serving as a member of the Claremont Housing Authority governing board. 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 old 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 October 1, 1999, 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 Fair Housing 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 Fair Housing 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 a cumulative 12-month period following date of the initial 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 available only 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 economic self-sufficiency or other job training program.
  - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It applies only for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

(While HUD regulations allow for the 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 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 submarginal 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 \$2,000 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 childcare under the Childcare 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 Claremont Housing Authority

The Claremont 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. The sum of the following, to the extent the sum exceeds three (3) percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

### **11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the resident.
- B. The Executive Director, Site Manager or Rental Assistant shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Claremont Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the CHA shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

## **11.5 COOPERATING WITH WELFARE AGENCIES**

The Claremont Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Housing Choice Voucher/Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Claremont Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **12.0 VERIFICATION**

The Claremont 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 be verified only 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 Claremont Housing Authority or automatically by another government agency, e.g., 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 Claremont Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation

will be accepted if the CHA 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 Claremont Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

The EIV system:

- Provides wage, unemployment and Social Security Administration (SSA) benefit information through a data matching process for households covered by a HUD-Form 50058 and maintained in the Public Housing Information Center (PIC) database.
- Allows PHAs to view quarterly wage, employer information, unemployment benefit payments, monthly Social Security and Supplemental Security Income benefits, and Medicare deductions and/or buy-ins for tenants within the PHA's jurisdiction; and
- Provides income discrepancy reports to identify families who may have substantially under reported household income.

The Exceeds Threshold Report (ETR) contained in the EIV system identifies families that may have substantially under reported wages, Social Security benefits and/or unemployment compensation. If verification data is greater than tenant-reported income by \$2,400.00 or greater annually, PHAs are expected to resolve these income discrepancies. PHAs are required to obtain written third-party verification data. The following are steps the Claremont Housing Authority will take to resolve income discrepancies that have been reported on the ETR, or when other information is received of under-reported household income: request written third party verification of any income source allowed using the HUD Release Form 9886; confirm effective dates of unreported income source; notify the tenant in writing of the discrepancy; request current documents from the tenant, i.e. original, current and consecutive pay stubs, original SSA benefit verification letter, etc. In cases where the CHA obtains additional income information via the EIV system (and verifies the verification data with the tenant and/or third-party source) that would result in a more accurate income determination, the CHA will adjust the rent accordingly to reduce the occurrence of improper subsidy payments. If the cases where the CHA confirms that the tenant failed to report income source(s), the CHA will determine retroactive rent due to the CHA and execute a repayment agreement with the tenant or terminate housing assistance. The CHA will be responsible for reviewing the ETR discrepancy, determining if the report is valid or invalid, and taking appropriate action with those tenants in accordance with our administrative procedures.

The CHA will use the HUD EIV system Security Procedures for Upfront Income Verification data as guidance in its security procedures. The data provided by the EIV system will be protected to ensure that it is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.

## 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 Claremont Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first-class mail.

| <b>Verification Requirements for Individual Items</b> |                                                                                                                                             |                                                                                                |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Item to Be Verified</b>                            | <b>Third-party verification</b>                                                                                                             | <b>Hand-carried verification</b>                                                               |
| <b>General Eligibility Items</b>                      |                                                                                                                                             |                                                                                                |
| Social Security Number                                | Letter from Social Security, electronic reports                                                                                             | Social Security card                                                                           |
| Citizenship                                           | N/A                                                                                                                                         | Signed certification, voter's registration card, birth certificate, etc.                       |
| Eligible immigration status                           | INS SAVE confirmation no.                                                                                                                   | INS card                                                                                       |
| Disability                                            | Letter from medical professional, SSI, etc.                                                                                                 | Proof of SSI or Social Security disability payments                                            |
| Full-time student status (if 18 years or older)       | Letter from school                                                                                                                          | For high school students, any document evidencing enrollment                                   |
| Need for a live-in aide                               | Letter from doctor or other professional knowledgeable of condition                                                                         | N/A                                                                                            |
| Childcare costs                                       | Letter 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 |
| <b>Value of and Income from Assets</b>                |                                                                                                                                             |                                                                                                |
| 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                                                                                                               | Stock or most current statement, price in newspaper                                            |

| <b>Verification Requirements for Individual Items</b>                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                    |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Item to Be Verified</b>                                                                        | <b>Third-party verification</b>                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Hand-carried verification</b>                                                                   |
|                                                                                                   | company                                                                                                                                                                                                                                                                                                                                                                                                                                        | or through Internet                                                                                |
| Real property                                                                                     | Letter from tax office, assessment, etc.                                                                                                                                                                                                                                                                                                                                                                                                       | Property tax statement (for current value), assessment, records of income and expenses, tax return |
| Personal property                                                                                 | Assessment, bluebook, etc.                                                                                                                                                                                                                                                                                                                                                                                                                     | Receipt for purchase, other evidence of worth                                                      |
| Cash value of life 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                               |
| <b>Income</b>                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                    |
| Earned income                                                                                     | Letter from employer                                                                                                                                                                                                                                                                                                                                                                                                                           | Multiple pay stubs                                                                                 |
| Self-employed                                                                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                            | Tax return from prior year, books of accounts                                                      |
| Regular gifts and contributions                                                                   | Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)                                                                                                                                                                                                                                                                                                | Bank deposits, other similar evidence                                                              |
| Alimony/child support                                                                             | Court order, letter from source, letter from Human Services                                                                                                                                                                                                                                                                                                                                                                                    | Record of deposits, divorce decree                                                                 |
| Periodic payments (i.e., Social Security, welfare, pensions, worker's compensation, unemployment) | Letter or electronic reports from the source                                                                                                                                                                                                                                                                                                                                                                                                   | Award letter, letter announcing change in amount of future payments                                |
| Training program participation                                                                    | Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt. or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-</li> </ul> | N/A                                                                                                |

| <b>Verification Requirements for Individual Items</b> |                                                                                                               |                                  |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Item to Be Verified</b>                            | <b>Third-party verification</b>                                                                               | <b>Hand-carried verification</b> |
|                                                       | pocket expenses incurred in order to participate in a program<br>- date of first job after program completion | Evidence of job start            |

### **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 reexamination, 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 birth certificate, military ID or military DD 214 Form.

Prior to being admitted or at the first reexamination, 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 reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Claremont Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The CHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the CHA 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 head of the household must sign the list.

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 Claremont 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 who has a Social Security number and who is at least 6 years of age must provide verification of his or her Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Claremont 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 Claremont 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 reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Claremont Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the CHA will verify and update only 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 reexamination. 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 reexamination. Likewise, when a child turns 6, their verification will be obtained at the next regular reexamination.

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

### **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income 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 reexamination 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 reexamination and return to the income 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 childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Claremont Housing Authority will provide them with the following information whenever they have to make rent decisions:

1. The CHA's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the CHA will provide the amount of income-based rent for the subsequent year only in the year the CHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those 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 those 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 this provision is the amount resulting from one application of the percentage; or
- D. The minimum monthly rent of \$50.00.

### **13.3 MINIMUM RENT**

The Claremont Housing Authority has set the minimum rent at \$50.00. If the family requests a hardship exemption, however, the CHA will suspend the minimum rent beginning the month following the family's request until the CHA 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 awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  2. When the family would be evicted because it is unable to pay the minimum rent;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  4. When a death has occurred in the family.
- B. No hardship. If the Claremont 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 Claremont Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The CHA will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the CHA will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Claremont 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 CHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

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

The Claremont Housing Authority has set a flat rent for each public housing unit. The CHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 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.)

The Claremont Housing Authority will post the flat rents in the main office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

#### **13.5 CEILING RENT**

The Claremont Housing Authority chooses not to use ceiling rents.

#### **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 Claremont 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 Claremont 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 Claremont 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 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Marion L. Phillips business office. Reasonable accommodations for this requirement will be made for persons with disabilities. Acceptable forms of payment include check, money order and approved automated withdrawals from bank accounts, cash will not be accepted.

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 \$5 late charge per day 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~~ 5 for processing costs. Eviction proceedings will start fourteen (14) days after the sixth (6<sup>th</sup>) day of the month. The tenant is responsible for timely rental payment(s) even if hospitalized or on vacation or otherwise not at home.

## **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 hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described 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 as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certify that because of this disability they are unable to comply with the community service requirements.
- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Paragraph B above.
- 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, benefits or services 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 Claremont Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The CHA 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 CHA shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 2003. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination 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 reexamination.

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

The Claremont Housing Authority will coordinate with social service agencies and local schools to identify a list of volunteer community service positions.

Together with the resident advisory council, the Claremont Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and recordkeeping.

#### **14.5 THE PROCESS**

At the first annual reexamination on or after October 1, 2003, and at each annual reexamination thereafter, the Claremont 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 advise the CHA whether each applicable adult family member is in compliance with the community service requirement.

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

The Claremont 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 Claremont 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) agrees 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 go 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, the Claremont Housing Authority shall take action to terminate the lease.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Claremont Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

### **15.0 RECERTIFICATIONS**

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

#### **15.1 GENERAL**

The Claremont Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an

income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income 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 CHA 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 Claremont Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat-rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income 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 reexamination 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 reexamination and return to the income-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 childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the Claremont 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 prior to their anniversary date, the Claremont Housing Authority will send a reexamination letter to the family offering the choice between a flat and an income-based rent. The opportunity to select the flat rent is available only at this time. At the appointment, the CHA 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 CHA representative, they may make the selection on the form and return the form to the CHA. In such case, the CHA will cancel the appointment.

#### **15.4 THE INCOME 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 Claremont 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;
- C. The welfare rent; or
- D. The minimum monthly rent.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

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 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 REEXAMINATIONS**

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

Families will not be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Claremont Housing Authority between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. 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 Claremont 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 income 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 Section 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the CHA will take timely action to process the interim reexamination and recalculate the tenant's rent.

## **15.7 SPECIAL REEXAMINATIONS**

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 Claremont Housing Authority may schedule special reexaminations 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 REEXAMINATIONS**

Unless there is a delay in reexamination 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 increase 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 first of the month after the interim reexamination should have been completed.

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 ensuring that each family occupies the appropriate size unit.
- C. To facilitate 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 Claremont Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

### **16.2 CATEGORIES OF TRANSFERS**

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

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Claremont 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 CHA when a transfer is the only or best way of solving a serious problem.

Category D: Inter-Program transfers. A Public Housing tenant can request to move to the CHA's Section 8/Housing Choice Voucher (HCV) program when (a), the tenant has made the request in writing; (b) the request states the reason for the change in programs; (c) the tenant is disabled and feels that changing programs is made as a reasonable accommodation; (d) the tenant is eligible and qualifies for the HCV program; and (e) the tenant has not been evicted due to non-compliance. The Executive Director will review each case individually and, if approving the request, provide written approval to the HCV Coordinator.

### **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 TRANSFERS**

If a tenant family transfers from one dwelling unit to another, the existing lease shall be void, and a new lease shall be executed for the dwelling unit to be occupied.

Transfers will be granted on a case-by-case basis when, in the judgment of the Claremont Housing Authority, the circumstances affecting any family clearly indicates the need for a transfer (i.e., over-housed or under-housed families). However, the transfers will be granted only if the family is in compliance with their lease agreement and the rules and regulations contained in the Occupancy Section part of their lease. Upon notice, the tenant will be allowed ten (10) days to complete a transfer.

Transfers for medical reasons will require substantial and compelling medical documentation. Transfers from efficiency apartments with one (1) window to studio apartments, efficiency apartments with two (2) windows, or one (1) bedroom apartments, will be the normal transfer procedure for medical reasons.

In all instances, a tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment.

The intent of the Claremont Housing Authority is to provide decent, safe and sanitary housing to single families as well as families comprised of more than one member. Due

to the lesser number of one-bedroom apartments, couples shall be placed in one-bedroom apartments prior to single-member families being placed.

The CHA reserves the right to suspend its Transfer Policy because of its efforts to decrease vacancies or any other management initiative with HUD approval. Transfer requests will then be treated on a case-by-case basis solely at the discretion of the Executive Director.

To initiate the transfer, the tenant will be notified when the unit becomes available. The tenant will then have ten (10) days in which to complete the move and turn in the keys to their prior unit.

Current tenants requiring an in-house transfer due to medical or other necessary reasons are given a priority over all applicants. Examples include:

- A. Has been a tenant for three years;
- B. Tenants who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year, whichever is less;
- C. The family is current in the payment of all charges owed to the Claremont Housing Authority and has not paid late rent for at least one year;
- D. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year; and
- E. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or CHA staff.

## **16.5 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 A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Upon offer and acceptance of a unit, the family will execute all lease-up documents, and the family will be allowed ten (10) days to complete a transfer. Current rental amount shall stay in effect with the new unit. Rent will be due by the first of each month as usual.

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 would not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Claremont Housing Authority

and the family rejects two offers without good cause, the CHA will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the CHA'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.

## **16.6 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 Claremont 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 Claremont 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.

## **16.7 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 Claremont Housing Authority. This means the family must be in compliance with their lease, current in all payments to the CHA, and must pass a housekeeping inspection.

## **16.8 TRANSFER REQUESTS**

A tenant may request a transfer at any time by submitting the transfer request in writing to the Claremont Housing Authority business office. In considering the request, the CHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The CHA 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 Claremont 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.

## **16.9 RIGHT OF THE CLAREMONT HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to ensure 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.

## **16.10 SECURITY DEPOSIT BY CURRENT RESIDENTS**

For all in-house transfers initiated at the request of the resident family, the resident family will be responsible to pay a security deposit in the amount equal to one month's rent. This is for all current residents who have not paid a security deposit before leasing an apartment at the Marion L. Phillips Apartments or who may have paid a security deposit at one time and was subsequently reimbursed.

Security deposits are deposited in an interest bearing savings account and will be refunded within thirty (30) days of the resident vacating their apartment, minus any expenses incurred by maintenance beyond normal wear and tear.

## **17.0 INSPECTIONS**

An authorized representative of the Claremont Housing Authority and an adult family member 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 CHA file and a copy given to the family member. An authorized CHA 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 any damages to the unit.

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

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

#### **17.3 PREVENTIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks the condition of the smoke detectors, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to 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 Claremont Housing Authority.

#### **17.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Claremont 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, preventive maintenance inspections, special inspections, and housekeeping inspections, the Claremont 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 Claremont Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice.

The person(s) who enter(s) 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 Claremont Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the CHA 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 CHA to ready units more quickly for the future occupants.

## **17.9 MOVE-OUT INSPECTIONS**

The Claremont 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 IN SENIOR BUILDINGS**

The Claremont Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly, near elderly and/or disabled families and in any project or building for which elderly, near elderly and/or disabled families are given preference.

Pets may relieve themselves only in designated areas, and the owner or caretaker must pick up the voided material.

- a.) The tenant must curb the animal only in designated areas on the housing development site. No animal waste will be tolerated in any other area of the property. If a tenant “curbs” an animal on any area other than those specifically designated for such purposes, no matter whether an accident or not, a pet waste removal charge of \$5.00

for each occurrence will be imposed upon the pet owner, and repeated offenses will be considered good cause for removal of the pet.

- b.) When taken outside the unit, all pets must be leashed or caged and under the control of their owner/caretaker at all times. Owners may not permit pets to roam on or off the property, and may not tie them to trees, poles, fences, etc., on the property at any time.

Tenants are responsible for the sanitary condition of their units, and the care and cleanliness of the pet within the dwelling unit, building and grounds. Cages and litter boxes must be cleaned frequently, as reasonably necessary to maintain sanitary conditions, and the toilet may not be used for animal waste disposal. Food may not be left out for long periods of time. Tenants must follow reasonable and recommended pet hygiene and sanitary care. Tenants will be responsible for the control of odor, fleas and pest infestation.

- a.) The contents of litter boxes, bird cages, etc., must be disposed of in the following manner: Tenants must use the dumpster only. Disposal in the rubbish chutes or closets is not permitted. Violation of this rule will be grounds for eviction.
- b.) The CHA, in its sole discretion, may randomly and periodically inspect the units of pet owners, with five (5) days advance notice, to ensure compliance.

### **18.3 APPROVAL**

Residents must have the prior approval of the Claremont Housing Authority before moving a pet into their unit. Residents must fill out and return to the office the Authorization for Pet Ownership Forms, which must be fully completed before the CHA will approve the request.

- a.) Tenants who wish to keep a pet must request permission in writing and must submit a photo of the pet along with the required documentation to the business office. No Pet Agreements will be executed until these requirements are met. The temporary housing of a pet not owned by the tenant will not be allowed, for example, taking care of a pet for family or friends while they are on vacation, etc.
- b.) Only common household pets are permitted. A common household pet is defined as a domesticated dog, cat, caged bird, aquarium fish or turtle that is traditionally kept in the home for pleasure rather than commercial or other purposes.
- c.) The Claremont Housing Authority has the right to refuse registration of a pet if it is not a common, domesticated household pet, or if the keeping of the pet would violate any applicable Pet Policy. Also, if the tenant fails to provide complete pet registration information; or if management reasonably determines that the pet owner, based upon his/her habits and practices, will be unable to keep the pet in compliance with the Pet Policy, management will provide to the resident, in writing, a refusal of registration stating the reason why the resident will not be allowed to have a pet in the unit.

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

The Claremont Housing Authority will allow only domesticated dogs, cats, birds, turtles and fish. All dogs and cats must be neutered or spayed.

Only two (2) pets per unit will be allowed (examples; 1 dog and a cat; 2 cats; 1 cat and a bird); only one (1) aquarium per unit with a maximum capacity of five (5) gallons; only (1) bird cage per unit. Two dogs are not allowed in a unit.”

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-five (25) pounds in weight, or be over a maximum height of thirteen (13) inches from the shoulder.

#### **18.5 INOCULATIONS**

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

- a.) The tenant must register his/her pet with the Claremont Housing Authority management before it is brought onto the premises and must update the registration on an annual basis, at the time of annual re-examination of tenant income. The tenant must submit a certification each year, at the time of their annual recertification, that the pet continues to be in good health and has had all required vaccinations.
- b.) The registration must include the following: 1) A certificate signed by a licensed veterinarian stating that the pet has received all inoculations required by State and/or local law. 2) Certification that the dog or cat has been spayed or neutered. 3) Certification that the pet has been properly licensed in accordance with applicable State and local laws and regulations. 4) A color photograph of the pet for identification purposes.
- c.) The tenant shall sign an agreement exempting the CHA from all responsibility for any injury or illness caused by the tenant-owned pet to anyone (inclusive of other tenants, staff, visitors, etc.), and that the pet owner is completely liable for all action/behavior associated with the pet.

#### **18.6 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 Claremont Housing Authority reserves the right to exterminate the unit and charge the resident for the expense.

Tenants must board their pets away from the development when they intend to leave their unit for a day or more. The Pet Agreement requires tenants to provide the CHA with the name of a relative or friend who has assumed responsibility for the pet in the event of sudden illness or death of the tenant. Pets may not be left unattended for unreasonable periods of time. The CHA reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet; if boarding is required, the tenant bears responsibility for expense.

#### **18.7 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 Claremont 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.

#### **18.8 DESIGNATION OF PET AREAS**

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

#### **18.9 VISITING PETS AND SERVICE ANIMALS**

Guests are allowed to bring no more than one pet onto Claremont Housing Authority property. The pet must weigh less than 25 lbs and may not be on the property for more than 24 hours. With regard to such pets, tenants must abide by the conditions of this policy regarding health, sanitation, nuisances and peaceful enjoyment of others. Tenants who have visitors with service animals also must abide by the conditions of this policy regarding health, sanitation, nuisances and peaceful enjoyment of others. If the presence of visiting pets or service animals violates this policy or causes the tenant to violate the lease, the tenant will be required to remove the visiting pet or service animal and pay for any and all damages.

#### **18.10 REMOVAL OF PETS**

The Claremont 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 Claremont Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the CHA allow them to enter into a Repayment Agreement. The CHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must ensure 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.

## **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***

After October 1, 2002, the Claremont Housing Authority 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 CHA 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 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. Any criminal activity on the property or 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 Claremont 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.

The Claremont Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **20.3 ABANDONMENT**

The Claremont 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 CHA 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 CHA 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 United States Postal Service.

- a.) If the estimated total value of the property is less than \$200, the Claremont Housing Authority will mail a notice of the sale or disposition to the resident and then wait thirty (30) days in accordance with State Law before selling or disposing of the property. Family pictures, keepsakes and personal papers cannot be sold or disposed of until thirty (30) days after the CHA mails the notice of abandonment.
- b.) If the estimated total value of the property is more than \$200, the Claremont Housing Authority will mail a notice of the sale or disposition to the resident and then wait thirty (30) days in accordance with State law 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 Claremont 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 CHA will mail it to the family. If the family's address is not known, the CHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to the CHA.

Within thirty (30) days of learning of the abandonment, the Claremont Housing Authority will either return the security deposit or provide a statement of why the security deposit is being kept.

### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Claremont Housing Authority will return the security deposit within thirty (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.

- a.) If State law requires the payment of interest on security deposits, it shall be complied with.

The Claremont 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 thirty (30) days.

## **21.0 GRIEVANCE PROCEDURE**

The Grievance Procedure sets forth the requirements, standards and criteria established to assure the tenants of Claremont Housing Authority/Marion L. Phillips Apartments an opportunity for a hearing if he or she disputes any CHA action or failure to act involving the tenant's lease or CHA regulations that adversely affect the individual tenant's rights, duties, welfare or status.

Each tenant and tenant organization shall be given a copy of the Grievance Procedure, and it is incorporated into this Admissions and Continued Occupancy Policy and the Lease by reference.

### **21.1 PURPOSE AND SCOPE**

The purpose of this Grievance Procedure is to outline the steps to be taken by the Claremont Housing Authority and tenants of the Marion L. Phillips Apartments in the settlement of any disputes between the CHA and the tenant concerning any of the CHA's actions, or failure to act, involving the tenant's rights, duties, welfare or status.

### **21.2 APPLICABILITY**

This procedure shall be applicable to all grievances brought by any tenant of the Marion L. Phillips Apartments except for:

- a. Grievances concerning eviction or termination of tenancy based upon the tenant's creation or maintenance of a threat to the health or safety of other tenants or any CHA employees.
- b. Disputes between tenants not involving the CHA.
- c. Class grievances. This procedure is not intended as a forum for initiating or negotiating policy changes.

### **21.3 DEFINITIONS**

- a. “Grievance” shall mean any dispute that a tenant may have with respect to the Claremont Housing Authority’s action, or failure to act, in accordance with the tenant’s lease or CHA regulations that adversely affect the individual tenant’s rights, duties, welfare or status.
- b. “Complainant” shall mean any tenant of the Marion L. Phillips Apartments whose grievance is presented to the CHA in accordance with Sections 21.4 and 21.5 of this policy.
- c. “Hearing Officer” shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.
- d. “Hearing Panel” shall mean a panel selected in accordance with this policy to hear grievances and render a decision with respect thereto.
- e. “Tenant” shall mean any person who has signed the lease (head of household or remaining household member) and is a resident of the Marion L. Phillips Apartments.

### **21.4 INFORMAL SETTLEMENT**

Any grievance shall be personally presented, either orally or in writing, to the Executive Director of the Claremont Housing Authority at his/her office at 243 Broad Street, Claremont, NH, so that the grievance may be discussed informally and settled without a hearing. A summary of the discussion will be prepared within ten (10) business days of the discussion and one copy will be mailed to the complainant and one copy will be filed in the CHA’s tenant file. This summary will include the names of the participants, date of the meeting, nature of the proposed disposition of the complaint, and the reasons for that disposition. The summary will also specify the procedures by which a hearing may be obtained if the complaint is not satisfied.

### **21.5 PROCEDURES TO OBTAIN A HEARING**

- a. Request for a Hearing – The complainant shall submit a written request for a hearing to the Executive Director within ten (10) business days after receipt of the summary of discussion. The request shall specify:
  - 1. The reason(s) for the grievance.
  - 2. The action or relief sought.
- b. Selection of Hearing Officer or Hearing Panel – All grievances will be presented before a Hearing Officer or Panel, which shall be selected as follows:
  - 1. The Hearing Officer shall be an impartial, disinterested person elected jointly by the CHA and the complainant.
  - 2. If the CHA and the complainant cannot agree on a Hearing Officer, they shall each appoint a member of a Hearing Panel and the appointed members shall select a third member.

3. If the appointed members cannot agree on a third member, such third member shall be appointed by an independent third party agreed upon by the CHA and the complainant.
- c. Failure to Request a Hearing – If the complainant does not request a hearing in accordance with Section 21.5(a) above, then the CHA’s disposition of the grievance shall become final.
  1. Failure to request a hearing shall not constitute a waiver by the complainant of his/her right to an appropriate judicial proceeding.
- d. Hearing Prerequisite – All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure outlined in Section 21.4 herein as a condition precedent to a hearing.
  1. If the complainant shall show good cause why he/she failed to proceed in accordance with Section 21.4 to the Hearing Officer or Panel, the provisions of this subsection may be waived by the Hearing Officer or Panel.
- e. Escrow Deposit – Before a hearing is scheduled in any grievance involving the amount of rent as defined in 24 CFR 966.4 (b) that the Claremont Housing Authority claims is due, the complainant shall pay to the CHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer or Panel.
  1. These requirements may be waived by the CHA in extenuating circumstances.
  2. Unless so waived, failure to make payments as outlined above will result in termination of the procedure.
  3. Failure to make such payments shall not constitute a waiver of the complainant’s right to any judicial procedure, in lieu of, or in addition to, or in appeal of this grievance procedure.
- f. Scheduling of hearings – Upon complainant’s compliance with Section 21.5 herein the Hearing Officer or Panel will schedule the hearing for a time and place reasonably convenient to both parties. A written notice specifying the time, place and the procedure governing the hearing shall be delivered to the complainant and the CHA.

## **21.6 HEARING PROCEDURES**

- a. The hearing shall be held before a Hearing Officer or Hearing Panel, as appropriate.
- b. The complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:
  1. The opportunity to examine, before the hearing and at the expense of the complainant, and to copy all documents, records and regulations of the Claremont Housing Authority that are relevant to the hearing.
    - A. Any document not so made available, after a request therefor by the complainant, may not be used by the CHA at the hearing.
  2. The right to be represented by counsel, or other person, chosen as his/her representative.

3. The right to a private hearing unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the CHA, and to confront and cross examine all witnesses.
5. A decision based solely and exclusively on the facts presented at the hearing.
- c. The Hearing Officer or Panel may render a decision without proceeding with the hearing if the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding.
- d. If the complainant or the CHA fails to appear at a scheduled hearing, the Hearing Officer or Panel may make a determination to postpone the hearing for not more than ten (10) business days, or, may make a determination that the party has waived his/her right to a hearing. Both the CHA and the complainant shall be notified of the determination by the Hearing Officer or Panel.
  1. A determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of the complainant's right to contest the CHA's disposition of the grievance in a judicial proceeding.
- e. At the hearing, the complainant must first show his entitlement to the relief sought and thereafter the CHA must sustain the burden of justifying its action or failure to act against which the complaint is directed.
- f. The hearing shall be conducted informally by the Hearing Officer or Panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer or Panel shall require the Authority, the complainant, counsel and all other participants and spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Panel to obtain order may result in the exclusion from the proceedings, or, in a decision adverse to the interests of the disorderly party and granting, or denial, of the relief sought, as appropriate.
- g. The complainant, or the CHA, may arrange for a transcript of the hearing.
  1. Such arrangements must be made in advance of the hearing and will be at the expense of the party making the arrangement.
  2. Any interested party may purchase a copy of such transcript.

## **21.7 DECISION OF THE HEARING OFFICER OR HEARING PANEL**

- a. The Hearing Officer or Panel shall prepare a written decision, together with the reasons therefor, within ten (10) business days after the hearing. A copy of the decision shall be sent to the complainant and the Claremont Housing Authority. The CHA shall retain a copy of the decision in the tenant file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the CHA and made available for inspection by prospective complainants, his/her counsel, or the Hearing Officer or Panel.
- b. The decision of the Hearing Officer or Panel shall be binding on the CHA, which shall take all actions or refrain from any actions necessary to carry out the decision, unless

the Board of Commissioners determines, within a reasonable time, and properly notifies the complainant of its determination, that:

1. The grievance does not concern CHA action or failure to act in accordance with the complainant's lease or CHA regulations, which adversely affect the complainant's rights, duties, welfare or status;
  - or –
  2. The decision of the Hearing Officer or Panel is contrary to applicable federal, state or local law, HUD regulations, or requirements of the Annual Contributions Contract.
- c. A decision by the Hearing Officer or Panel in favor of the CHA, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **21.8 EVICTION ACTIONS**

If a tenant has requested a hearing in accordance with Section 21.5 herein on a complaint involving a notice of termination of tenancy and the Hearing Officer or Panel upholds the Claremont Housing Authority's action to terminate the tenancy, the CHA shall not commence a court action until it has served a Notice to Vacate on the tenant, and in no event shall the Notice to Vacate be issued prior to the decision of the Hearing Officer or Panel having been delivered to the complainant.

- a. For the purposes of this section, such delivery will be considered completed if the Notice of Decision was sent by First Class mail.
- b. Such Notice to Vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the Notice of Termination, whichever is later, appropriate action will be brought against the tenant, who may be required to pay court costs and attorney fees.

## **22.0 TENANT LOCKOUTS AND MEDICAL EMERGENCIES**

### **22.1 GENERAL**

1. At lease-up, the tenant is given one (1) mailbox key, two (2) building entry keys and two (2) apartment unit keys. Any additional or replacement keys requested will be subjected to an additional charge, which will be refundable when returned at move-out.
2. All tenants shall bear full responsibility for the security and safekeeping of their keys and any duplicate keys.
3. Pass keys or master keys shall be the sole property of the Claremont Housing Authority. These keys shall be in the possession of only authorized staff members or recognized officials in the Claremont Fire Department and Golden Cross Ambulance

Services. These keys shall not be given (or loaned) to any tenant or any unauthorized person at any time.

4. Under special circumstances, master keys or other common area keys may be made available to contractors or other bonded persons who may require access to apartments or other areas for performing construction services. The contractor shall sign a form acknowledging receipt of the key(s), and provide a list of all workers, and their signatures, who will have possession of any key.

## **22.2 LOCKOUT GUIDELINES**

1. Tenants are encouraged to have duplicate keys provided to trusted family members, friends, neighbors or professional service providers as needed. In the event of a lockout, these individuals should be the first persons contacted to gain access to the building and/or their apartment. Additional keys may be purchased in the office.
2. During normal business hours, any tenant who requires access to their apartment may ask any available CHA staff member to unlock their door. There will be no charge for this service.
3. Due to the frequency of calls to unlock doors for tenants, and in response to a request by the Claremont Fire Department, the Fire Department will no longer provide services to unlock doors for tenants.
4. Tenants requiring access to their apartment after business hours should call either the CHA's emergency maintenance telephone number, for which there will be a \$35 charge; or a local locksmith, whose fee will be determined by that business.

## **22.3 MEDICAL EMERGENCIES AND/OR NO RESPONSE BY A TENANT**

1. If an apartment is unlocked and the occupant requires assistance of any type, emergency personnel should be contacted by dialing 911. Under no circumstances should anyone else move the individual.
2. The Claremont Housing Authority cannot arbitrarily enter apartments for any reason. If a tenant is suspected of being in a locked apartment, and the situation may be of an emergency nature, the procedures outlined in Sections 22.4 and 22.5 below should be followed:

## **22.4 TENANT INTERVENTION**

1. Knock loudly on the door and determine if there is any kind of response. It is possible that the occupant is sleeping or doesn't want to be bothered. If there is a response, communicate with the occupant to determine if he/she needs any help. If they require help, contact 9-1-1 immediately.
2. If there is no response, ask any of the neighbors, or any known family, if the person may have simply gone to visit or went shopping, etc.
3. Also, try to contact the person by dialing their apartment on the panel at the building's main entrance. This will activate their telephone.

## **22.5 CLAREMONT HOUSING AUTHORITY INTERVENTION**

1. If there is no further information, come to the office to inform the staff of the concern. The staff will, to the best of its ability, check with others to see if the person can be contacted.
2. If all attempts to determine the person's whereabouts fail, and if the available information (or lack thereof) merits a decision to enter an apartment, the Claremont Housing Authority will deem the circumstances serious enough to warrant entering the apartment to check the health status of the occupant.
3. During normal business hours, an available staff member may unlock and enter an apartment for this emergency purpose. After business hours, the concerned parties should contact 9-1-1 to have authorized emergency personnel investigate the circumstances.

## **23.0 SMOKE-FREE POLICY**

The Board of Commissioners adopted a resolution, effective Oct. 1, 2011, to make the Claremont Housing Authority's property a smoke-free area. Smoking is not permitted anywhere inside buildings or on the property grounds owned by the CHA, including in vehicles parked on or moving through the grounds. "Smoking" is defined as the use of lighted tobacco products, marijuana including medical marijuana, and electronic cigarettes (or "e-cigarettes").

Failure of any tenant to follow the smoke-free policy will be considered a lease violation and will subject the tenant to all lease-enforcement procedures under this ACOP, which includes termination of lease.

Since each tenant is considered responsible for his/her guests and visitors, failure of a tenant's guest or visitor to follow this policy also will subject the tenant to lease-enforcement procedures.

In circumstances in which smoking is observed and/or reported, CHA will seek the specific source of the tobacco or other smoke and take appropriate action consistent with the enforcement of this policy.

## 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 reexaminations.

**1937 Fair 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, or 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 childcare 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 housing authority under which HUD agrees to provide funding for a program under the 1937 Fair Housing Act, and the 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 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 reexamination 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 Fair 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 actual asset income and imputed asset income is counted in annual income. (See “imputed asset income” below.)

**Assistance Applicant:** A family or individual that seeks admission to the public housing program.

**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))

**Childcare 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 childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

**Community Service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

**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 participants to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for

which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**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 Fair Housing 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)

**Economic Self-Sufficiency Program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**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 Fair Housing Act)

**Extremely Low-Income Families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**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 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 income method. The flat rent is established by the 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 years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

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

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**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).

**Income 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 income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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

**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 HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**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 animal, 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))

**Mixed Population Development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**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 reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

**Participant:** A family or individual that is assisted by the public housing program.

**Person With Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423.
- B. Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously Unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Housing Choice Voucher/Section 8 and public housing programs, the processing entity is the responsible entity.

**Proration 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:** Housing assisted under the 1937 Fair Housing Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

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

**Recertification:** The annual reexamination 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.)

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**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)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**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) and which 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 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 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 Fair Housing 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 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:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are 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                                                                                                                                                                                                  |
| HUD   | Department of Housing and Urban Development                                                                                                                                                                                            |
| INS   | (U.S.) Immigration and Naturalization Service<br>[ <i>note:</i> as of March 1, 2003, this agency was reorganized as part of the Department of Homeland Security and renamed the Bureau of Citizenship and Immigration Services (BCIS)] |
| NAHA  | (Cranston-Gonzalez) National Affordable Housing Act                                                                                                                                                                                    |
| NOFA  | Notice of Funding Availability                                                                                                                                                                                                         |
| OMB   | (U.S.) Office of Management and Budget                                                                                                                                                                                                 |
| PHA   | Public Housing Agency                                                                                                                                                                                                                  |
| QHWRA | Quality Housing and Work Responsibility Act of 1998                                                                                                                                                                                    |
| SSA   | Social Security Administration                                                                                                                                                                                                         |
| TTP   | Total Tenant Payment                                                                                                                                                                                                                   |
| UPI   | Uniform Physical Inspection                                                                                                                                                                                                            |