

# NELSON HOUSING AUTHORITY

## PUBLIC HOUSING

### ADMISSIONS & CONTINUED OCCUPANCY POLICY

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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

## **1.0 FAIR HOUSING**

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

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

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

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

## **2.0 REASONABLE ACCOMMODATION**

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

## 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.

NHA prefers that reasonable accommodation requests be made in writing for documentation purposes. However, due to the nature and purpose of making a reasonable accommodation, NHA will not require that the requests be in writing. When requests are not made in writing, NHA will immediately document the request on a reasonable accommodation form for the requestor. NHA will indicate that staff filled the request out for the requestor. NHA retains the right to require supporting documentation to confirm the need for the accommodation in writing. All decisions granting or denying requests will be in writing, unless a reasonable accommodation is requested in that regard.

## 2.2 *QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION*

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

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

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Nelson 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 Nelson Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Nelson Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Nelson Housing Authority's business is housing. If the request would alter the fundamental business that the Nelson Housing Authority conducts, that would not be reasonable. For instance, the Nelson Housing Authority would deny a request to have the Nelson Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Nelson 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 Nelson Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Nelson Housing Authority's programs or services.

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

Approved reasonable accommodation requests will be paid for by the housing Authority. The Housing Authority reserves the right to request financial assistance from other entities to assist in the costs but in no case will any of these expenses be borne by the resident. Other structural changes not associated with a reasonable accommodation will be the responsibility of the requestor.

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.

The housing authority will retain all requests for reasonable accommodation, successful and unsuccessful, for a period of five years. These documents will be retained for management review and for consistency purposes.

When determining reasonable accommodations, documentation received by the NHA often contains private medical facts. This documentation will be destroyed when possible or in instances where parts of the documentation need to be retained, the private medical facts will be redacted.

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

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than

English (including sign language or Braille). Nelson Housing Authority will accommodate these needs as much as possible. If another family member or a friend can translate, this option will be utilized to the maximum degree possible. NHA will endeavor to have bilingual staff or access to people who speak language other than English.

#### **4.0 FAMILY OUTREACH**

The Nelson 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/or by other suitable means.

The Nelson 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.

NHA reserves the right to gather information beyond the scope of HUD Form 9886. Criminal history, landlord references and other information may be needed by NHA in determining suitability, eligibility, reason for transfer, etc. Because of this, NHA may ask applicants/tenants to sign other informational releases in addition to HUD Form 9886. In all instances, NHA will uphold every individual's right to privacy and release information only when authorized by the applicant/tenant.

The Form HUD-92006 will be included in each application. NHA will contact the individual or organization provided only for the use or uses indicated by the applicant or tenant on Form HUD-92006. The contact information will assist NHA in providing the delivery of any services or special care to the tenant and assist in any tenancy issues arising from the term of tenancy of the tenant.

The Form HUD-52675 Debts Owed to Public Housing Agencies and Termination will be given at application. The form notifies applicants and participants that information regarding tenancy is maintained within HUD's Enterprise Income Verification EIV system, which is used by Public Housing Agencies (PHAs) and their management agents

to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors.

## **6.0 REQUIRED POSTINGS**

The Nelson Housing Authority will post in the administrative office 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 Nelson 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: 151 South East Street, Nelson, NE 68961

Applications are taken to compile a waiting list.

Completed applications will be accepted from all applicants and the Nelson Housing Authority will later verify the applicant information relative to the applicant's eligibility, admission and level of benefit.

Applications may be made in person at the Nelson Housing Authority – 151 South East Street, Nelson, NE 68961 during normal business hours. Applications may be filled out in the Administrative office. All applications returned will be date stamped.

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

The application process will begin with the application for housing assistance being returned to the NHA office. The completed application requires the family to provide family income, family composition and other pertinent information including establishing any preference to which they may be entitled. The family is placed on the wait list apparent eligible.

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

The applicant may at any time report changes in their applicant status including changes in family composition, income or preference factors. These changes must be made in writing unless a reasonable accommodation has been approved. The Nelson Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The next step 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 and is given a family interview. The family attends the interview: the application is reviewed with a staff person and pertinent documents signed by all adult family members. The Nelson Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors including criminal: credit and landlord histories are completed and current in order to determine the family's final eligibility for admission into the Public Housing Program. The family will be notified of final eligibility for admissions.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: qualifies as a family, 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 Nelson Housing Authority screening criteria in order to be admitted to public housing.

## 8.2 *ELIGIBILITY CRITERIA*

- A. Family status. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
    - a. Children temporarily absent from the home due to placement in foster care are considered family members for the purposes of determining bedroom size. The family does not however, receive the dependent allowance for the child(ren) while they are absent from the home.
      - I. Temporarily absent shall be defined as a period of time greater than two months but less than six months. Any family member absent longer than 6 months will be considered permanently absent unless otherwise defined by the Department of Housing and Urban Development (HUD). Exceptions will be granted on a case by case basis.
    - 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.
    - c. Foster children are considered family members and will be counted for subsidy standards, given deductions for applicable childcare, but will not qualify for a dependent allowance.
    - d. Parents who share or have joint custody of a child(ren) will need to provide documentation to NHA that confirms their custodial rights. These rights need to exceed 50% of the child's(ren) time and will be used in determining bedroom size, allowances, etc. NHA will not consider a child(ren) as part of the family unless parents can prove this majority. Proof may include but is not limited to court records and information received from other government agencies.
  2. An **elderly family**, which is:
    - a. A family whose head, spouse, co-head, 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, co-head or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

- 1. To be eligible for admission to public housing dwellings, 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 Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Nelson Housing Authority.
4. If the Nelson 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.

C. Citizenship/Eligibility Status

NHA will abide by Section 214 of the Housing and Community Development Act of 1980, as amended on Assistance to Non-citizens.

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. These include 1. Continued Assistance, 2. Pro-rated assistance (See Section 13.6 for calculating rents under the noncitizen rule), and 3. Temporary Deferral of Termination of Assistance.
  - 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

All assistance applicants and participants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides prior to admission.

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 Nelson Housing Authority to obtain any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Nelson Housing Authority to verify with previous or current employer's 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.

F. Signing Contracts

Applicants must be able to legally enter into an agreement in accordance with The Nebraska State Laws.

G. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parents or guardian's homes must have established a separate household for at Least one year prior to applying to the public housing program.

This is not applicable to Persons with Disabilities who qualify under Section 223 of Social Security Act (42 U.S.C. 423). This will be verified by presenting to NHA evidence of the separate household.

The college student must not be claimed as a dependent by parents or Guardians on their IRS returns. This will be verified by examine the student's

IRS return for the previous year. NHA will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5000 a Year for housing cost, the student shall not yet be eligible for public housing.

### 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 Nelson 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, Nelson Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Nelson 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, any crime considered a felony and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property; NHA will use the "One Strike Your Out Policy" when making these types of determinations.
  - 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.
  - 7. The ability to abide by a lease, contract or agreement including any applicant history in housing assistance programs.

- C. The Nelson Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Nelson Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
  - 1. A credit check of the head, spouse and co-head;
  - 2. A rental history check of all adult family members;
  - 3. A criminal background check on all adult household members, including live-in aides. This check will be made through a national database or other suitable means.
  - 4. A check of the State 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.
- D. The Nelson Housing Authority will require all applicants (adult members) to provide photo-identification.
- E. No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

#### **8.4 GROUNDNS FOR DENIAL**

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

- A. Do not meet any one or more of the eligibility or suitability criteria;
- B. Have broken the terms of their lease, including the contract length, within the last 5 years. Applicants who have rectified their violation will be considered for occupancy on a case by case basis;
- C. Do not supply information or documentation required by the application process;
- D. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- E. Have a history of not meeting financial obligations, especially rent;
- F. 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 or have a history of not doing so;

- G. Any person listed on the application (as a household member) has a history of criminal activity by any household member involving crimes of physical violence against persons or property, felonies and/or any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property.
- H. Any person listed on the application that has been identified as a gang member by a law enforcement agency or has been involved in gang related activity (on or off NHA property) in the last five years. NHA will consider any evidence provided that may refute the gang membership or activity when making this determination including documentation supporting that the individual is no longer associated with the gang.
- I. Have an outstanding arrest warrant for any applicant or applicant household member;
- J. Have a history of disturbing neighbors or destruction of property;
- K. Currently owes rent or other amounts to any federally assisted housing program;
- L. Have committed fraud, bribery or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; Bribery and corruption cases will result in denial of an unspecified duration and will only be considered on a case by case basis. Fraud cases are subject to a minimum denial period of 6 months and up to 10 years depending upon severity. This will also be handled on a case by case basis;
- M. Were evicted from assisted housing within ten years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- N. Have a family household member who was evicted from assisted housing within ten years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802\*;
- O. Have a family household member who is illegally using a controlled substance. Have a family member that is abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. For purposes of this policy, any household member who has a drug or drug related crime, including possession of drug paraphernalia, within the last five years, will be considered an unacceptable risk and will be denied. The Nelson Housing Authority may waive this requirement if\*;

1. The person demonstrates to the Nelson Housing Authority's satisfaction that he/she is no longer engaging in drug-related criminal activity or abuse of alcohol; and
  2. Has successfully completed a supervised drug or alcohol rehabilitation program that is of at least 6 months in duration, has actively been participating in a supervised drug or alcohol rehabilitation program for a period not less than 6 months or has successfully completed a supervised drug or alcohol rehabilitation program of a shorter duration and was actively involved in an aftercare program for at least a 6-month period of time after the completion of such program;
- P. Have a household member who has ever been evicted from public housing within the last 10 years\*;
1. Evictions that took place longer than 10 years may still be used to deny an applicant but will be used with the totality of other information.
  2. Evictions that have taken place within the 10-year span will be grounds for automatic denial.
- Q. Applicants who were asked to leave assisted housing developments but were cooperative and not formally evicted through the court system will be prohibited from receiving assistance for a period of 3 years from the date of official move-out. NHA retains the right to utilize past rental history when determining applicant suitability. The following will be the exception to this rule:
1. The applicant is able to provide sufficient proof that the issue(s) leading to their requested removal has been resolved and is unlikely to occur again (for example the family member causing the issue is no longer a household member).
  2. Recipient of the Housing Choice Voucher Program
- R. Have a family household member who has been terminated under the certificate or voucher program within the last 5 years\*;
- S. Fail to complete any aspect of the application or lease-up process;
- T. Anyone registered as a sex offender in any State or National registry for the entire period that they are listed;
- U. Have engaged in or threatened abusive or violent behavior towards any Nelson Housing Authority residents;
- V. Were released from a state or federal prison within the last 5 years (unless released because applicant was found innocent);

- W. Has a member of the family that has engaged in serious criminal or drug related activity or that has abused alcohol within the last 5 years. Serious criminal activity, drug related activity and alcohol abuse are as defined in the NHA “One Strike & You’re Out Policy” \*;
- X. Is currently listed on the NHA Ban & Bar List
- Y. Have a family member who has not provided a Social Security Number (unless not contending citizenship)
- Z. **Denied for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed)\*;
- AA. **Denied for Life:** Has a lifetime registration under a State sex offender registration program;
- AB. **Denied for Life:** Have engaged in or threatened abusive or violent behavior towards any Nelson Housing Authority staff;

\*For purposes of this policy, any household member or any family member would specifically include only members of the household that will be included on the lease for assistance.

### **8.5 *INFORMAL REVIEW***

- A. If the Nelson Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Nelson Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 14 business days. The Nelson Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Nelson 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 Nelson Housing Authority's decision. The Nelson Housing Authority must notify the applicant of the final decision within 14 business days after the informal review, including a brief statement of the reasons for the final decision. Time frames for applicant notification are not applicable in situations that are beyond the control of NHA (example – NHA is awaiting verifications or other forms of information from a third party).

- B. The participant family may request that the Nelson Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 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 Public Housing Grievance Procedure will be utilized with the exception of the INS appeal decision which will follow the procedures outlined above.

## **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 available minority media of NHA's choosing. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that 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 available minority media of NHA's choosing.

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

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Nelson 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 be within four (4) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. 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 Nelson Housing Authority must notify the family

in writing of this determination and give the family the opportunity for an informal review.

#### **9.4 NO WAITING LIST**

When all names have been taken from the waiting list and applications are current, the applicant interview will be held immediately after reviewing and processing the pre-application. If more than one application is received before a meeting can be held, the applicant interviews will be ordered based on preference (see Section 9.2). Offers will be made accordingly (see Section 10.6).

#### **9.5 PURGING THE WAITING LIST**

The waiting list may be purged periodically by a mailing to all applicants to ensure that the pool of applicants reasonably represents interested families and to enable the Nelson Housing Authority to update the information regarding address, family composition, income category, and preferences. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 business days, the applicant will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

Letters that are returned from the Post Office with a forwarding address will be re-mailed to the new address and the applicant will be given an additional 14 business days to respond to the mailing. Letters to applicants that are returned a second time with a second forwarding address will result in the denial of the application. No further correspondence will be sent. Letters returned as “temporarily away” will follow this process with the exception that the second letter will be re-sent to the original address.

NHA would only deviate from this method in the event of an approved reasonable accommodation requesting alternate contact methods.

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

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

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request, or fails to respond timely, 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.

- D. The applicant has rejected two offers from the Nelson Housing Authority.
- E. Correspondence has been returned with no forwarding address or has been returned more than once.

### **9.7 MISSED APPOINTMENTS**

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

The Nelson Housing Authority will allow the family to reschedule for good cause. Generally, no more than two opportunities will be given to reschedule with good cause. When good cause exists for missing an appointment, the Nelson Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being permanently removed from the waiting list. Good cause will be determined by NHA staff on a case by case basis.

### **9.8 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Nelson Housing Authority, in writing, that they have fourteen (14) business 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 permanently removed from the waiting list if they fail to respond within the timeframe specified. The Nelson Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Nelson Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

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

- A. 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.
- B. Veterans

C. Elderly / Disabled Status\*

D. Families with dependents – unborn children will count towards this preference provided acceptable proof of the pregnancy is provided. Generally acceptable proof would include information or a statement from a doctor, nurse practitioner or another acceptable health care provider as determined by NHA.

E. Date & Time of Application

Preferences will be determined by a point total. Applicants cannot receive points for more than one preference and will be assigned the qualifying preference with the highest points assigned. Point totals are as follows:

Preference A	-	3 Points
Preference B	-	2 Points
Preference C	-	2 Points
Preference D	-	2 Points
Preference E	-	0 Points

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences as well as for point total ties between preferences.

**\*Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features regardless of their position on the waiting list. If more than one family exists that could use these accessible features, all applicants meeting the appropriate bedroom size who would utilize these accessible features will be ordered based upon their date and time with the oldest application gaining first opportunity to accept the available accessible unit. If no application exists for the applicable bedroom size which needs the accessible features the home provides, the normal procedures will govern. However, any family moving into an accessible unit and not needing the features the accessible unit provides are subject to administrative transfer should an applicant needing these features come to the top of the list under normal waiting list protocol.

Occasionally households on the Waiting list who did not qualify for a Preference when they applied will experience a change in circumstances that qualifies them for a Preference. In such cases, it will be the household's duty to contact Nelson Housing Authority so that their change in status is updated and the waiting list can be updated to reflect the Preference. Notification should be writing unless a reasonable accommodation is requested.

To the extent the verification determines the household does now qualify for a Preference, they will be selected from the Waiting list in accordance with the preference and their date of application.

The Nelson Housing Authority will allow over housed situations to occur if the applicants are in need of the accessibility features of a particular apartment. All applicants who need the accessibility features of the unit will be given preference over those who do not (whether it is an over housed situation or not). NHA will only over house tenant's one-bedroom size over what they would otherwise be eligible for.

For example, an individual who needs wheelchair access and has a caretaker could be placed in two or a three-bedroom apartment. However, if that individual does not have a caretaker they could only be placed in a one or two-bedroom apartment.

**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
1	1	2
2	2	4

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. An additional person is added to each maximum standard for all sizes but efficiency apartments, as an additional person could sleep in the living area if determined appropriate. Adults not related by blood and adult children of the same sex, will share a bedroom. All other adult family members and live-in aids will not be required to share a bedroom

In determining bedroom size, the Nelson Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care. In all cases, NHA will require the tenant to provide proof that these situations exist.

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

- A. Children of the same sex **will** share a bedroom, regardless of age.

- B. Children of the opposite sex, seven years and older will not be required to share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.
- F. Adults not related by blood and adult children of the same sex will share the same bedroom. (Part D of this Section would be an exception).

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 Nelson Housing Authority will allow the smaller size unit so long as no more than the maximum persons per unit are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the family size changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Nelson Housing Authority will allow the larger size unit only in the event a reasonable accommodation is necessary.
- C. Families needing the accessibility features of a unit may be offered a larger unit if no accessible units are available for them in their bedroom size (see section 10.1).

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

The Nelson Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met NHA 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, NHA 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 Nelson Housing Authority's policy to provide for de-concentration 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, if necessary. We will accomplish this in a uniform and non-discriminating manner.

The Nelson 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.

### **10.5 DECONCENTRATION INCENTIVES**

The Nelson Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration 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 there is a Waiting List:**

When the Nelson Housing Authority discovers that a unit will become available, 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 de-concentration goal and/or the income targeting goal will be contacted.

The Nelson Housing Authority will contact the family by telephone to make the unit offer. If the family cannot be reached by telephone, they will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date they were contacted to notify the Nelson Housing Authority of their acceptance or rejection of the unit offer. If the family does not respond, or does not respond timely (without a reasonable explanation as to why) the offer will be rescinded and the applicant will be denied.

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

#### **Without a Waiting List:**

When there is no waiting list, the Nelson Housing Authority will offer all\*\* available units ready for lease\* to the first applicant who applies and appears eligible. When the pre-application is received, it will be processed as quickly as possible, and an appointment will be arranged. If more than one application is received, they will be ordered based on preference (see Section 10.1) and appointments made accordingly. All applicants who prove their preference will be “tentatively” offered an apartment of their choice\*\*. The apartment will be officially offered to the applicant when income and suitability requirements are verified and approved. “Tentatively” offered apartments will not be offered to anyone else until a decision is made on the application. However, the applicant may agree to another apartment if someone in need has been approved more quickly than they are and no other apartments are currently available. In these cases, the applicant who originally had the apartment “tentatively” saved will be consulted, and must give their approval. They will be offered the next apartment ready for lease.

If an applicant is denied, the apartment “tentatively” offered to them will go back into the pool of available units and offered to the next applicant as discussed above.

Offering units in this method most effectively and efficiently fills them while abiding by HUD requirements and NHA’s own preference system.

\* Ready for lease would be defined as an apartment that could reasonably be rented within the next month. If there are no apartments that meet this description, the apartment that will most likely be ready the soonest would then be offered.

\*\* Apartments vacated the longest, will be offered first. If several apartments are available, applicant preference may be requested, and will be granted if possible.

## **10.7 REJECTION OF UNIT**

If in making the offer to the family the Nelson Housing Authority skipped over other families on the waiting list in order to meet their de-concentration goal or offered the family any other de-concentration incentive(s) and the family rejects the unit, the family will be issued a pass and will retain their place on the waiting list.

If the Nelson Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other de-concentration incentive, and the family rejects the unit with or without good cause, the family will have the opportunity to remain on the list and be offered the next available unit. This will constitute a pass for the applicant. Each applicant will have the opportunity to pass one time and retain their position on the waiting list.

When a family is issued a pass, they will be offered the next available apartment. The next available apartment will be defined as the next apartment that becomes vacant as opposed to any apartments that are currently open and being rehabilitated.

If the applicant is still not interested after they are offered an apartment for the second time, their name will be removed from the waiting list and they will have to reapply. The

Nelson Housing Authority reserves the right to issue a second pass or to issue a pass for a specified period of time for reasons of good cause. Good cause includes reasons related to health, work, current legal constraints (such as a lease agreement), school, and childcare (for those working or going to school). In all cases the family will be offered the right to an informal review of the decision to alter their application status.

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

The family will be required to sign a lease that will become effective no later than thirty (30) calendar days after the date of acceptance. Exceptions to this rule will be made on a case by case basis. Normal exceptions would include delays caused by NHA or leasing conflicts with current landlords. Exceptions would not be granted for a period of time exceeding two months.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. 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.

At the very minimum, the applicant will be provided a copy of the lease, emergency after hours' number(s), the pamphlet *Protect Your Family From Lead In Your Home*, the NHA Rent Policy, and the Nelson Housing Authority Inspection Schedule.

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 Nelson Housing Authority will retain the original executed lease in the tenant's file.

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

- A. \$250.00 for all 1-bedroom apartments.
- B. \$300.00 for all 2-bedroom apartments.

In exceptional situations, the Nelson 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. All pet deposits must be made in full prior to approval of the pet.

Payment of the security deposit and rent / pro-rated rent should be made in full before a lease is executed with an applicant. At the very least, either full rent and partial security deposit must be paid (partial security deposit as explained above) or full security deposit with an agreement concerning when the rent will be paid.

In the case of a move within public housing (a transfer), 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 less any applicable charges.

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 Nelson Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Nelson Housing Authority subtracts all allowable deductions (allowances) as the next step 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.
- D. Annual Income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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. 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 Nelson Housing Authority by the welfare agency) plus the total amount of the other annual income.
    - b. At the request of the Nelson Housing Authority, the welfare agency will inform the Nelson Housing Authority 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 Nelson Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The

Nelson Housing Authority 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 Nelson 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 Nelson 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 Nelson Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Nelson Housing Authority denies the family's request to modify such amount, then the Nelson Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Nelson Housing Authority's determination of the amount of imputed welfare income. The Nelson Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with the NHA grievance policy.

2. Relations with welfare agencies

- a. The Nelson 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 Nelson Housing Authority notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
- b. The Nelson 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 Nelson Housing Authority 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 determinations.

- c. Such welfare agency determinations are the responsibility of a welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Nelson Housing Authority shall rely on the welfare agency's notice to the housing authority 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 EXCLUSIONS FROM INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, spouse and co-head);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937

Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means 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 initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10 (of this section). Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  - c. Families who are or were, within the last 6 months, assisted under a State TANF or Welfare-to-Work program. Benefits or services during the 6-month time frame must total at least \$500.00 to be eligible under these criteria.

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 24-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion which run consecutively.

Families receiving this benefit prior to May 9, 2016 will be eligible to utilize the 24-month exclusion period over a period of 48 months which are not required to run consecutively.

Income exclusions may be terminated due to the family's failure to comply with program requirements.

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, Department of Veteran's Affairs disability benefits 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. Benefits received from kinship, Kin-Gap or other similar benefit programs that go to, or on behalf of, children leaving the juvenile court system or foster care system to live with a relative or legal guardian. Exclusionary benefits are limited to those received from a governmental agency;
16. 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 provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (43 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

- d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 8624(f));
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or redistricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or redistricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provider or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and development Block Grant of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to Americorps participants under the national and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Payments from the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f);
- r. Assistance from the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1771);
- s. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation in programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASSA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
- t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazer et al.*
- u. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);
- v. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931); and
- w. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002

The Nelson 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 percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family as outlined in the most recent IRS Publication 502 (specifically the Medical expense section of the document pages 4-12); and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses. Attendant care may include in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for persons with hearing impairments, readers for persons with visual disabilities, and similar care.

Auxiliary apparatus items may include wheelchairs, ramps, adaptations to vehicles, scooters, reading devices for persons with visual disabilities, service animals and similar items. They may also include the cost of maintenance and upkeep for such items (e.g., the food and veterinary costs for a service animal).

Disability assistance expenses may be utilized 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 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 COOPERATING WITH WELFARE AGENCIES**

The Nelson Housing Authority will enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree to provide written verification to the Nelson Housing Authority concerning welfare benefits for families applying for.

#### **12.0 VERIFICATION**

The Nelson 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 noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

\*Program participants (applicants excluded) will be allowed to self-certify to assets that total less than \$5,000 after initial lease up. NHA will re-verify this information every 3 years from the date of the last full verification process. In addition, NHA reserves the right to verify this information for any purpose, including but not limited to, evidence indicating that the self-certification may not be accurate.

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

Age, relationship, eligible immigration or U.S. citizenship status, and Social Security Numbers will generally be verified with documentation provided by the family. For citizens and naturalized citizens, the family's certification will be accepted when accompanied by all other required information. Eligible immigration status will be verified utilizing the USCIS system. Verification of these items will include photocopies of the Social Security cards, birth certificates and other documents presented by the family, the USCIS approval code, and forms signed by the family.

Other information will be verified through six methods of verification according to the hierarchy listed below:

1. Upfront income verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. UIV using non-HUD systems
3. Written third-party verification (may be provided by family)
4. Written third-party employer form
5. Oral third-party verification
6. Tenant declaration

To manage the verification process effectively, the following schedule for requesting higher levels of verification before accepting lower levels will be as follows:

- The family signs release forms and provides requested documents at the interview (ideally 75 days prior to reexamination date) and NHA runs EIV income report, using third-party documents provided by the family to project annual income. If the family agrees with the EIV report and has provided acceptable corresponding 3<sup>rd</sup> party information, the 3<sup>rd</sup> party information may be used to determine income and rental payments derived therefrom. If no UIV or third-party documents provided by the family are available and/or if the family disagrees with the EIV information, the staff will then send out written third-party verification forms within 5 business days after the interview.
- If no response after 14 business days, staff sends the second request.
- If no response to the second request within 10 business days, staff attempts to contact the source by phone.

- A tenant declaration would be accepted as a last resort if third-party verification is not available except for verification of tenant assets which total less than \$5,000. Tenant self-declaration is the preferable method in this instance only.
- In cases where a tenant declaration is accepted, NHA will document why this information was utilized.

For applicants and participants all verifications are valid for 120 days from the date of receipt. The tenant provided third party verification should be dated within 60 days of the reexamination interview date.

### **UPFRONT INCOME VERIFICATION (EIV Mandatory)**

UIV is the verification of income, before or during a reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Nelson Housing Authority is required to access EIV to run an income report for each household at every annual reexamination and interim reexamination for updates of family income and composition.

EIV is sufficient third-party verification when:

- The family does not dispute the data, and
- Current third-party documents provided by the family (mandatory from level 4 of the hierarchy, such as paystubs) are available.

NHA will obtain additional third-party verification when the family disputes EIV employer data. NHA may obtain additional third-party verification when NHA determines additional information necessary, such as:

- Effective dates of employment
- Pay rate, number of hours worked, pay frequency for new jobs
- Confirmation of change in circumstances (reduced hours, reduced rate of pay, etc.).

The EIV report cannot be used to project income at annual or interim reexaminations but can be used to calculate repayment agreements.

HUD requires that NHA collect, at a minimum, two current and consecutive pay stubs to project the participant's annual income. In most cases, NHA will require three current and consecutive pay stubs. However, NHA reserves the right to only accept two depending upon the circumstances of the situation. The tenant provided third party verification should be dated within 60 days of the reexamination interview date.

### **ACCEPTABLE FILE DOCUMENTATION**

If the family does not dispute EIV employer data, and has acceptable supporting documentation, acceptable file documentation consists of:

- The EIV income details report

- A signed copy of the EIV ICN Page
- Copy of tenant-provided third-party verification

If the family disputes the EIV employer data and has no acceptable supporting documentation, file documentation includes:

- The EIV income details report
- Written third-party employer form

For new admissions, NHA is required to review the EIV Income Discrepancy report within 120 days of move-in. This should also be documented in the tenant file. The EIV Income Discrepancy Report should be reviewed for each interim re-exam as well.

In addition to the EIV System, NHA will use other up-front income verification sources to verify participant income. These sources include the Work Number, Credit Bureau Association credit reports, IRS tax transcripts and NFocus. NHA will use other UIV systems that might become available to NHA.

UIV (excluding EIV) meets the regulatory requirement for third-party verification. Additional third-party verifications (such as employer statements) are not required if UIV verifications are in place.

### **WRITTEN THIRD-PARTY VERIFICATION**

Written third-party verification is an original document generated by a third-party source, dated within 60 days prior to the reexamination or request date. Third-party written verification is required to project annual income from earnings.

For written third-party verification, documents must be original and authentic, and may be supplied by the family or received from a third-party source. Examples of acceptable third-party documents provided by the family include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire or termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters or printouts, and unemployment monetary benefit notices.

NHA will obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. Three current and consecutive paychecks are preferred and will be requested, two will be accepted only in approved circumstances only (on a case by case basis).

NHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Information verified on the internet is considered to be written third-party verification if NHA is able to view and print web-based information from a reputable source on the computer screen.

## ORAL THIRD-PARTY VERIFICATION

For this type of verification, NHA will make contact with sources by telephone or in-person. Third-party oral verification may be used when requests for written verification have not been returned within a reasonable time.

File documentation will include the date and time of the telephone call, the name of the person contacted, the telephone number, along with the confirmed verified information.

## TENANT DECLARATION

The applicant or participant submits an affidavit or notarized statement to certify income or expenses that she or he has reported. This method is used as a last resort when no other verification method is possible except for verification of tenant assets which total less than \$5,000. Tenant and applicant self-declaration is the preferable method in this instance only. If this verification is used for any reason other than asset declaration, NHA will document in the tenant file the reason why third-party verification was not available.

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports, any document issued by a federal government with the SS# attached	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Picture ID	N/A	Drivers License, work ID, or other officially certified picture ID
Eligible immigration status	USCIS confirmation #	USCIS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable	

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	of condition	N/A
Child care costs	Letter from care provider and/or N-Focus	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 (self-certification acceptable if total assets are less than \$5,000)</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 and Mutual Funds	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, on-line verification, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life 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	EIV data from HUD, Letter from employer	Multiple pay stubs
Self-employed	EIV data, Notarized verification from owner	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
Temporary Assistance for needy Families (TANF)	N-Focus	N/A
Alimony/child support	Court order, letter from source, letter from Human Services, staff completed form with information gathered from District Court computer records.	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers 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 - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A  Evidence of job start

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	- date of first job after program completion	

### 12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

Prior to being admitted all eligible noncitizens 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, all other adult, eligible noncitizens must sign a declaration of their status and a verification consent form and provide their U.S. Citizenship and Immigration Service (USCIS) card or other document. For each non-citizen child, the form must be signed by the child's parent, guardian or other responsible adult member. The Nelson Housing Authority will make a copy of the individual's USCIS documentation and place the copy in the file. The Nelson Housing Authority will also verify their status through the USCIS system. If the USCIS system cannot confirm eligibility, the Nelson Housing Authority will mail information to USCIS in order that a manual check can be made of USCIS records.

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

Noncitizen 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. Families are required to provide evidence of eligible status no later than the time of the verification of other eligibility factors. A time extension of no more than 30 days may be granted in writing if additional time is necessary to obtain the needed documentation. The length of additional time will be

assigned on a case by case basis. Family members that do not provide documentation meeting the appropriate time frame will be considered ineligible until necessary documentation is provided. In the event that no family member is eligible, the application will be denied.

If the Nelson Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens 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 10 years from the date of eviction or termination.

An FAS citizen who is a lawful resident of the United States (including territories and possessions) is eligible for housing assistance.

- FAS stands for 'the Freely Associated States'
- Republic of the Marshall Islands
- Federated States of Micronesia
- Republic of Palau

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

Prior to admission, each family member is required to disclose his/her assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Nelson Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other federal 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.

HUD, via its computer matching program with the SSA, will validate the SSN (along with the individual's name and date of birth) against the SSA's database. EIV will report the status of the identity verification process as Verified, Failed, Not Verified, or Deceased on the household Summary Report. NHA will retain a copy of the EIV verification report in the tenant file as documentation.

Excluding the above defined exceptions, NHA will deny the eligibility of any applicant who does not comply with this requirement. Applicants must provide this information upon their first appointment for preference determination. If they cannot provide the information at that time, NHA staff may provide the applicant up to 30 calendar days to

provide the information to NHA. If the applicant has not disclosed this information by the time a unit comes available for occupancy they will be skipped for that particular unit and will not be offered a home until they have provided the documentation. If the information is not provided within the allotted time frame (not to exceed 30 calendar days) the applicant will be determined ineligible and their application will be denied.

Excluding the above defined exceptions, current NHA housing participants are also required to provide Social Security Number information. NHA will identify participants who are out of compliance with this rule and require that they come into compliance immediately. NHA may permit applicants up to 90 calendar days to provide this information if there is reasonable likelihood that an extension of time will result in the ability of the family to produce the information and if the reasons for their inability to provide the information was due to circumstances that the family could not foresee and were beyond their control. Participant families who do not comply will be evicted for non-compliance.

When a participant requests to add a new household member, who has an assigned SSN to the family, the participant must disclose the assigned SSN and provide NHA with the documentation referenced above. If the family is unable to provide the required documentation of the SSN, NHA will not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide NHA with the documentation referenced above within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, NHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if NHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. If the family does not comply with this requirement they will be evicted from their home for non-compliance.

Applicant families that have added a child under 6 within six months prior to admission to the program may become a participant despite not providing the SSN for the child but must provide the documentation within 90 calendar days of the effective date of their lease.

The child is included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements.

#### **VERIFICATION OF SOCIAL SECURITY AND SUPPLEMENTAL SECURITY INCOME BENEFITS**

NHA will ask applicants to provide a copy of their SS/SSI benefit letter, dated within the last 60 days, for each household member that receives SS or SSI benefits. NHA may

assist in retrieval of these documents from the Social security on-line system when assistance is requested.

For participants (and household members) whose personal identifiers are validated NHA will use EIV to verify SS/SSI benefits.

- NHA will print the EIV income report and confirm that the current listed benefit amount is correct. If the participant agrees, that amount will be used to calculate annual income from social security benefits.
- If the participant disputes the EIV reported benefit amount, or if benefit information is not available in the EIV system, NHA will request that the participant provide a current SSA benefit letter, following the same guidelines as those for applicants.

### ***12.5 VERIFICATION OF LEGAL IDENTITY***

In order to prevent program abuse, NHA will require applicants to furnish verification of legal identity for all family members. Documents for minor children must include Social Security Cards (or temporary information) and birth certificates.

Adults are required to provide Social Security Cards (or temporary information), a current picture identification (picture within the last five years) and birth certificates. In cases where birth certificates are unavailable, alternate forms providing proof of age will be acceptable. Documents acceptable to determine applicant age include: Certificate of Birth, naturalization papers, current valid Driver's license, U.S. military discharge (DD 214), U.S. passport, Department of Motor Vehicles Identification Card and Hospital records. If a document submitted by a family is invalid or otherwise questionable, another form of documentation may be required.

### ***12.6 TIMING OF VERIFICATION***

Verification information must be dated within One Hundred Twenty (120) 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 Housing Authority will verify and update only those elements reported to have changed.

### ***12.7 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission or prior to a new member joining the family.

Verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.

## **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 formula method or having their rent set at the flat rent amount. Tenants may also request ceiling rents at interim exam.

- 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 formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- C. In order for families to make informed choices about their rent options, the Nelson Housing Authority will provide them with the following information whenever they have to make rent decisions:
  - 1. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent, the Nelson Housing Authority will provide the amount of income-based rent for only the year the Nelson Housing Authority conducts an income reexamination unless the family specifically requests that a new re-examination be done and submits updated income information.
- D. Tenants who opt for ceiling rent at interim examination will be asked to attend their next recertification appointment. They will then be reviewed every three years.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;

- B. 30% of adjusted monthly income; or
- C. The minimum rent of \$50.00.

### **13.3 CEILING RENTS**

A ceiling rent is a cap on the income-based rent. Ceiling rents apply to specific units, not to families. A family that is living in a unit with a ceiling rent and paying an income-based rent will never pay more than the ceiling rent, even if their TTP exceeds the ceiling rent.

Ceiling rents are subject to the limitation that the tenant rent plus any utility allowance may not exceed the TTP. Tenant rent will be the lower of the TTP or the ceiling rent *minus* any utility allowance. Ceiling rents have been established at all complexes and are equal to the facilities flat rent plus utility allowance.

### **13.4 MINIMUM RENT**

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

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, 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 as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

- B. No hardship. If the 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 Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### **13.5 THE FLAT RENT**

The Nelson Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Nelson Housing Authority 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 Nelson Housing Authority will post the flat rents at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

Subject to Section 243 of the 2014 Appropriations Act, the Nelson Housing Authority will increase all PHA Flat rents to no less than 80% of the Fair Market Rent for units of the applicable size. No increases will exceed the 35% increase cap when implementing this rule.

### **13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

- The family was receiving assistance on June 19, 1995
- The family was granted continuation of assistance before November 29, 1996
- The family's head or spouse has eligible immigration status: and
- 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 granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Nelson 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 Nelson 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%.

Pro-rated assistance is calculated in the following manner:

- Determine the Total Tenant Payment (TTP). If the TTP exceeds the flat rent rate for that unit, do not continue and use the family's TTP.
- If the TTP does not exceed the flat rent rate, subtract the family's total tenant payment from the flat rent for the unit occupied. The resulting number is called the maximum subsidy.
- 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 eligible subsidy.
- Subtract the prorated eligible subsidy from the flat rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### ***13.7 UTILITY ALLOWANCE***

The Nelson Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Nelson Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization

consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Nelson Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

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

Utility allowance revisions based on rate changes and changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families who are at a negative rent or who have a portion of their utilities paid by the Nelson Housing Authority will have all payments sent directly to the applicable utility supplier. Families will be notified of the amount of utility payment as well as the utility supplier whom will be paid. NHA may switch payments in the middle of the year to pay the applicable supplier to correspond to the applicable season.

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

Requests for relief from surcharges for excess consumption of Nelson Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Nelson Housing Authority on reasonable grounds. Requests by the family shall be submitted under the "hardship form". Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.8 PAYING RENT**

1. Rents are due and payable on the first (1st) day of every month. If the tenant fails to make the rent payment by the (5) of the month, a notice to pay will be issued to the tenant followed in ten days by a notice to vacate. Cash is not an acceptable form of payment. You may pay by check, money order, or direct deposit. Payments are accepted by mail, or in person, at the office as listed:

Nelson Housing Authority  
151 South East Street  
Nelson, NE 68961

The office is open Monday through Thursday (except holidays), 8:30 a.m.-4:30 p.m.

2. If the Tenant's rent, cable, air or other debt owed cannot be made on or before the fifth of the month, it is the Tenant's responsibility to contact the Housing Authority prior to the fifth of the month to request an extension of the due date. If the Housing Authority agrees to the extension, a written agreement will be signed by the Tenant indicating the date which the Tenant will make full payment of rent due. A maximum of three extensions can be granted annually. In the event that an agreement is made and agreed upon by the Housing Authority before the 5<sup>th</sup> of the month, late fees will be waived.
3. Any rent payment made **or postmarked** after the fifth (5<sup>th</sup>) of the month shall be considered delinquent. A notice to pay will be issued to the tenant followed in ten days by a notice to vacate. All delinquent accounts shall be assessed a penalty fee on the sixth (6<sup>th</sup>) day of a \$20.00 late charge or a 2 dollar a day late charge, whichever is greater. This penalty will be assessed to cover the added costs of a rent payment. If the rent and penalty are not paid, an Eviction Notice will be issued. Fourteen days after sending the notice to vacate, eviction proceedings will be started on any tenant who had not paid his/her rent in full. A tenant will be subject to eviction after four (4) consecutive late payments of rent. **In the event that the fifth of the month falls on a day when the office is closed, rent will be accepted without penalty on the first day the office is open following the fifth.**
4. If payment is not made or the premises not surrendered, as required, legal proceedings will be instituted for possession of the dwelling.

Any deviation from the above policy must be approved in writing by the AMP Manager and will be done so in cases of extreme emergency or hardship only. Returned checks will be subject to late charges and check acceptance will not be allowed for a six-month period of time. Any subsequent violation in a 12-month period will cause an indefinite suspension of check acceptance from NHA.

## **14.0 RULES & REGULATIONS**

### ***14.1 RULES & REGULATIONS***

NHA will provide each applicant with a set of rules and regulations. These rules and regulations must be followed and will be incorporated into the lease. Included will be issues such as garbage disposal, housekeeping, resident conduct, work orders, etc.

### ***14.2 CABLE & AIR CONDITIONING***

Cable - Currently NHA has an agreement with the local cable company for a discount package for all apartments. Included apartments have the option of paying \$25.00 monthly and receiving expanded basic services through NHA. Programming is provided by the local cable company but installed by NHA free of charge upon initial installation.

If cable is disconnected, either by choice or from lack of payment, and a reconnect is requested, the tenant will be charged a fee consistent with the current NHA labor charges. Cable payment will not be accepted until rent payments are current or a tenant repayment agreement has been established (and is being followed). Cable charges considered delinquent will result in immediate disconnection of service.

Monthly air conditioner charges of \$30.00 for one-bedroom apt. and \$40.00 for a 2-bedroom apt. will be assessed during the air conditioner season only. This season will begin in May and end in September.

Full monthly charges will be made for cable and air service when receiving such services for a period of time equal to fifteen (15) days or more in any given month. Tenants will not be charged when receiving these services for a period of time less than fifteen (15) days.

### **14.3 SMOKE FREE POLICY**

#### **Purpose**

The U.S. Department of Housing & Urban Development, the Department of Health & Human Services, the American Academy of Pediatrics, and the American Lung Association have joined together to raise awareness regarding the dangers of second hand smoke. NHA has formulated policy in consideration of the information these agencies have provided, the scientific research on this issue, the fact that the Surgeon General has warned that secondhand smoke, for even a short time, is dangerous and because cigarette and cigar smoke increase the cost of turning over apartments and increase fire risks. Based on this information, the Nelson Housing Authority (NHA) is committed to reducing and eventually eliminating smoke from all NHA property.

#### **Where Applicable**

NHA has designated all family units (one bedroom and two bedroom) non-smoking property for all residents effective November 18, 2017.

#### **Smoking Restrictions**

All new and current residents of all NHA buildings will be restricted from smoking within 25 ft. of NHA Property. Guests of both current and new residents are prohibited from smoking within 25 ft. of NHA property.

Deviation from the NHA Smoke Free Policy by a tenant, member of the tenant household or guest will be considered a lease violation. Violators may be subject to disciplinary measures

including but not limited to lease termination, cleaning charges, and/or fines that NHA may implement at its discretion.

For the health and safety of NHA employees and their representatives, resident shall not have any type of tobacco or related product including cigarettes, cigar, pipes, vapors, water pipes referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco marijuana or other legal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”) burning at such time that an NHA employee or representative is in the resident apartment or home. If the resident refuses to extinguish the tobacco product or if the resident lights a tobacco product while staff or representatives are in the home, the employee or representative shall vacate the apartment immediately. In emergency work order situations, the staff member or representative will abate the emergency prior to exiting the apartment but will not return to do any follow up work until the tobacco product has been extinguished. In addition, residents who do not abide by this restriction will face disciplinary action.

Current residents that smoke is requested to do so 25 feet away from the nearest NHA building in the designated areas. Guests may not smoke anywhere on NHA smoke free property, except 25 ft. from the NHA building.

All new residents, as of November 18, 2017 will receive a copy of the NHA smoke free policy and will be informed of the regulations prior to agreeing to move into the home. Smoking anywhere on NHA property, except in designated areas 25 ft. from the existing building will not be permitted for any new resident as of November 18, 2017. The original signed copy of the smoke free policy will be placed in the resident file and they will be given a copy.

## **15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **15.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member (18 years and older) must either (1) contribute eight hours per month or 96 hours per year (prior to annual recertification) of Community Service (not including political activities) or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month or 96 hours per year (prior to annual recertification) of combined activities as previously described unless they are exempt from this requirement.

### **15.2 EXEMPTIONS**

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

- A. Family members who are 62 years old or older. Family members turning 62 years of age are not exempt of any hours that they had accrued prior to turning 62. These hours are still required unless a reasonable accommodation is requested and approved.
- 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 provide a medical letter from a professional, stating a family member's inability to fulfill the Community Service requirement due to health concerns.
- Medical Letters need to be updated every two years for residents who are not currently receiving Supplemental Security Income (SSI) or Social Security Disability (SSD).

Individuals who owe Community Service hours prior to being determined disabled may have those hours excused provided proper documentation is provided proving that the individual in question is not able to perform Community Service.

- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Paragraph B above and have provided verification to the Housing Authority of their caregiver status. Family members meeting the primary caregiver criteria and whom owe Community Service hours prior to meeting this exemption will have those hours owed excused.
- D. Family members engaged in work or school/educational activities for at least 8 hours a month. Those engaged in educational activities must provide verification of their student/educational status. These activities would include the following:
- Private and/or public-sector employment
  - On-the-job training
  - Job readiness assistance (i.e. Vocational Rehabilitation or Workforce Development)
  - Vocational educational training, (i.e. Employment First and Adult Basic Education)
  - Education (i.e. high school, GED classes, college courses, literary classes, credit counseling, internships)

Family members who owe for Community Service hours prior to meeting this exemption will be required to maintain this exemption for a period of not less than 6 consecutive months prior to having those hours excused. NHA will accept a combination of the exemptions in this heading to meet the criteria provided it is consecutive.

- E. Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work, TANF and who are in compliance with this program.

Family members who owe for Community Service hours prior to meeting this exemption will be required to complete those hours owed. Job training and other similar exemption activities may count towards hours owed once the required 8 hours of betterment activity is reached per month. For example, a family member who is receiving TANF and is attending 20 hours per month of job training activity may count 12 of those hours towards any back hours owed.

In all the above cases it will be necessary for the Nelson Housing Authority to verify the tenant exemption.

### **15.3 NOTIFICATION OF THE REQUIREMENT**

The Nelson Housing Authority shall identify all adult family members who are not exempt from the Community Service Requirement and explain the requirement at the initial move-in appointment. Reviews will be done annually for each family receiving assistance on the program and tenants not meeting an exemption for this requirement will be notified of their responsibilities under this rule. This will be done as follows:

Every year during re-certification appointments the Nelson Housing Authority will review the tenant's Community Service documents. At this time, resident families must bring in all required Community Service information (if they have not done so monthly as required). Any resident questions or concerns can be handled during the annual reexamination. Annual Community Service Renewal forms, stating Compliance or Non-Compliance, will be signed and explained during this meeting.

NHA will monitor tenant status throughout the year including during interim exams and provide updates to community service participants quarterly.

### **15.4 VOLUNTEER OPPORTUNITIES**

Community Service includes performing work or duties for the public benefit as well as to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. Eligible Community Service activities include, but are not limited to the following as found in (PH Occ GB, p.174):

- A. Service on a Nelson Housing Authority Resident Council – number of hours to be determined by NHA Social Worker.
- B. Institutions, such as schools, child care centers, hospitals, hospice, recreation centers, senior centers, adult day care facilities, homeless shelters, food pantries, etc.
- C. Nonprofit Organizations, such as Boy or Girl Scouts, 4-H programs, community clean-up programs, Meals on Wheels, etc.

- D. The Housing Authority reserves the right to use its own discretion in deciding if area agencies or services classify as appropriate volunteer sites and duties. The Housing Authority strongly recommends that residents who volunteer for an agency or individual who is not listed in the NHA Community Service list, be pre-approved prior to providing volunteer services.

An economic self-sufficiency program is one which is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. This program includes substance abuse or mental health counseling, parenting classes, workshops, etc. which are offered to prepare individuals toward work and self-sufficiency.

Assistance provided to family members is not recognized as community service by NHA unless it meets the criteria as described in 15.2 Part C of this policy.

The Nelson Housing Authority will provide a list of area agencies which offer Community Service options for Public Housing residents. Residents are not limited to doing their Community Service hours at the agencies listed by the Nelson Housing Authority. It is up to the resident to coordinate with the applicable social services agency, church, school, nursing home, etc. of their choice, in order to perform their Community Service responsibilities. The Social Worker at the Housing Authority will be available to assist residents on an as needed basis with Community Service questions, etc. The tenants should bring in their Community Service hours monthly to the Housing Authority in order for the Nelson Housing Authority to ensure compliance. The Nelson Housing Authority reserves the right to check on resident hours with the resident's volunteer site of choice at any time.

Together with the resident advisory councils, the Nelson Housing Authority may offer volunteer opportunities. Community Service hours could be offered when residents participate in council meetings, organize and facilitate hall activities and dinners, help set up, decorate, clean up, and take down resident events. These hours will be provided and accepted at the discretion of the Housing Authority.

## **15.5 THE PROCESS**

At the tenant's admission meeting and each annual reexamination thereafter, as determined necessary by NHA, the following will be performed:

- A. Inform and explain the Community Service Requirement to the family members.
- B. Provide a list of Community Service options to the family members.
- C. Discuss how to obtain suitable Community Service positions.
- D. Provide a Community Service Verification form for the tenants' Community Service supervisor to fill out and sign. It is the residents' responsibility to hand in their hours to the Housing Authority.

- E. A compliance review of the Community Service Requirement will be done prior to the family's next lease recertification. All non-exempt family members will sign an Annual Renewal form. Noncompliant residents must commit to making up missing hours from the past year, while maintaining the 8 hours per month requirement the following year.

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

The Nelson Housing Authority will notify any family member found to be in noncompliance before their recertification, of the following (Notice PIH-2009-48):

- A. The family member(s) has been determined to be in noncompliance with the Community Service Requirement (late, behind or missing Community Service hours for previous months);
- B. That the determination is subject to the grievance procedure;
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated; and
- D. That unless the agreement is complied with, the lease will not be renewed the following year.

#### **15.7 OPPORTUNITY FOR CURE**

The Nelson Housing Authority will offer the family member(s) the opportunity to enter into a Community Service agreement if found noncompliant with the Community Service Requirement at recertification. The agreement shall state the family member(s) agrees to enter into an economic self-sufficiency program or agrees to perform Community Service for as many hours as needed to comply with the requirement over the past 12-month period.

Once non-compliance of a family member is discovered, the family member and the head of household must sign forms to ensure the missing hours are made-up. This ensures the head of household is aware of the requirement and the family members' non-compliance. In the event these hours do not get made up in the next 12 months, lease termination will take place for the entire family. The cure shall occur over the 12-month period beginning with the date on the agreement. The resident shall, at the same time stay current with that year's Community Service Requirement. The first hours a noncompliant resident earns goes toward the current month's commitment, any additional hours earned are then credited toward the missing hours from the previous months.

A staff member will assist the family member in identifying volunteer opportunities and will track compliance. While in agreement to make-up for past hours, it is essential the resident family members work closely with the Nelson Housing Authority.

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 Nelson Housing Authority shall take action to terminate the lease.

## **15.8 COMMUNITY SERVICE STATUS CHANGE**

Residents who move from “exempt” status to “non-exempt” will begin “non-exempt” status starting the first full month upon the event resulting in the change of status. The Nelson Housing Authority will utilize this date when determining Community Service hours owed and not the reporting date. It is the resident’s responsibility to report a status change to the Housing Authority and provide needed documentation. Resident families who do not provide needed documentation to the Housing Authority may be found in non-compliance for non-cooperation.

Residents moving from “non-exempt” status to “exempt” status shall be subject to Section 15.2 in regard to the extent their community service hours currently owed may be forgiven.

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

In implementing the Community Service Requirement, the Nelson 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.

## **16.0 PARKING**

### **16.1 ELDERLY / DISABLED APARTMENTS**

Every resident at the Nelson Housing Authority must abide by the parking rules and regulations as set forth in this section.

Households may park one vehicle in the front of the complex. Second vehicles and overnight guests are required to park on the south or north sides of the apartment complex. There are assigned resident spaces by apartment number in the front of the apartment complex.

All vehicles in the main parking or the overflow on all sides of the apartment complex must be properly plated and in working condition. Written permission must be obtained from the Administrative Office to park plated and operable campers, RV’s, trailers or non-motorized vehicles. Any violator of this code will be notified and given an opportunity to move the vehicle. If the vehicle is not moved within the allotted time, the

vehicle will be towed. If the owner cannot be identified or located, the vehicle will be towed within 48 hours after a notice has been posted on the vehicle.

All residents will be required to register vehicles with NHA and will be asked to provide identifying information about their vehicle(s). This information should include the Model and year of the vehicle, as well as the license plate number. Any tenant who does not supply this information may have their vehicle towed and may be evicted for non-compliance. It is the resident responsibility to keep NHA informed of any changes in vehicle status or ownership.

No parking or driving is allowed on the grass surrounding the buildings. No parking is allowed in marked handicapped spaces unless a handicapped permit, as assigned by the city of Nelson, or State of Nebraska, is displayed in the vehicle.

No inoperative vehicles may be parked on NHA property at any time. Forty-eight hours will be granted after a warning sticker has been affixed to the windshield informing the owner that the vehicle needs repaired. If the vehicle is not operable within 48 hours, it may be towed unless specifically stated otherwise.

Residents are not permitted to repair vehicles on NHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

No vehicle may occupy two or more parking spaces at one time. No vehicle may be parked in a designated parking space in such a way that parking in an adjacent parking space is made difficult.

All visitors must park in the visitor parking area at all times.

Any identified handicapped car with a properly displayed handicapped permit may use any handicapped designated space.

## **17.0 RECERTIFICATIONS**

At least annually, the Nelson 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.

### **17.1 GENERAL**

The Nelson 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 formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family may make a decision regarding which rent method they will choose. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter informs families that need to make alternate arrangements due to a reasonable accommodation that they may contact staff to request an accommodation of their needs.

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

## **17.2 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 be a 14/30-day notice to cure and will advise the tenant 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 Nelson Housing Authority taking eviction actions against the family.

## **17.3 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 formula amount.
- B. Flat rents will be the actual market value of the PHA's housing units but will never be set at less than 80% of HUD's published applicable Fair Market Rents.
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories 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 formula-based method at any time for any of the following reasons:
  1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Nelson Housing Authority expects to review the amount of the flat rent, the approximate rent increases the family could expect, and the approximate date upon which a future rent increase could become effective, if applicable.
- 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, Nelson Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. At the appointment, the Nelson Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Nelson Housing Authority representative, they may make the selection on the form and return the form to the Nelson Housing Authority. In such case, the Nelson Housing Authority will cancel the appointment.

In accordance with the 2014 Appropriations Act, Flat rents for the Nelson Housing Authority will be set at no less than 80% of the Fair Market Rent and will change annually as necessary.

#### **17.4 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 Nelson 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; or
- B. 30% of adjusted monthly income;

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the flat or ceiling rent (depending upon which rent method is chosen).

#### **17.5 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.

#### **17.6 INTERIM REEXAMINATIONS**

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

Families are required to report the following changes to the Nelson Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within fourteen (14) business 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.
- C. Family break-up

In circumstances of a family break-up, the Nelson Housing Authority will make a determination of which family member will retain the apartment, taking into consideration the following factors:

1. To whom is the head of household.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the apartment should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the

household.

In all cases NHA will verify any and all factors relevant to making this determination. Verification procedures will follow those outlined in Section 12.

- D. All changes in income must be reported. NHA staff will not issue a rent adjustment for changes less than \$400 dollars annually. All increase and requested decreases greater than \$400 dollars annually will result in a rent adjustment (except changes resulting from Section 15.6 Part D).
- E. Families are not required to report annual adjustments made by the Social Security Administration or other State, Federal or local entities provided the adjustment is a mass change for all participants of the program (such as TANF). Changes will be made at annual recertification.

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 which would include their income, assets, and all other information required of an applicant. The individual must provide their Social Security number, picture identification 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 Nelson Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below (Section 17.8).

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 Nelson Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

### **17.7 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 Nelson Housing Authority may schedule special reexaminations every Thirty (30) days until the income stabilizes and an annual income can be determined. Persons claiming zero income will also be asked to complete a family expense form. The form will ask residents to estimate how much they spend on food, beverages,

transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

If the family fails to attend the scheduled appointment, a second appointment will automatically be scheduled with notice to the family by mail. If the family misses the second appointment, the family is given a notice of Breach of Contract and Notice of Termination and an offer of an informal hearing.

### ***17.8 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 with at least 30 days' notice given to the family. If the family causes a delay, 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.

In all cases, changes will be made following the verification procedures as outlined in Section 12. Once verifications have been received, changes will be made as explained above.

## ***18.0 UNIT TRANSFERS***

### ***CATEGORIES OF TRANSFERS***

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

Category 2: Reasonable Accommodation Transfers. These transfers are necessary in order to permit a family needing accessibility features to move to a unit with such a feature(s) or to a unit that meets their needs based upon a disability or medical need.

Category 3: Demolition, Disposition, Revitalization or Rehabilitation Transfers. These transfers permit NHA to demolish, sell or to do major modernization work in a building or apartment. Generally, these transfers will be temporary in nature.

Category 4 (a): Occupancy Transfers (to a Public Housing Unit). These transfers are made to offer incentives to families willing to help meet certain Nelson Housing Authority occupancy goals, or to correct occupancy standards where the unit size is inappropriate for the size and composition of the family.

Category 5: Administrative Transfer: These transfers are rare and would be initiated by NHA. The Housing Authority would utilize this transfer to deal with a special administrative problem that could be best handled by a change in unit for a family.

All residents will be advised of their right to use of the Grievance Procedure when a requested transfer is denied or a transfer is mandated by the Housing Authority.

### ***18.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To eliminate vacancy loss and other expense due to unnecessary transfers.
- F. To solve a management issue that is determined to be best handled by a change in unit.

### ***18.2 GENERAL TRANSFER RULES***

- 1. Reassignment or transfers to other dwelling units will be made without regard to color, creed, national origin, race, religion, perceived sexual orientation, gender identity or sex.
- 2. Category 1 Transfers will receive priority over all others. Category 2 Transfers will receive priority over all other transfers with the exception of Category 1. All other transfers will be ordered by date and time of transfer approval.
- 3. Transfers shall receive priority over new applicants.
- 4. AMP Managers may direct a transfer when it is determined necessary to ensure the peaceful enjoyment of a project by the other residents.

5. Notification of transfer will be made in writing at least thirty days prior to the required move. If a suitable unit is not available, the notice shall state "the transfer will be required when a suitable unit becomes available".

It should be noted that any family that is not in good standing with the Public Housing Program will not be afforded this procedure and if a change in unit is necessary, will not have their lease renewed.

### **18.3 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.

### **18.4 PROCESSING TRANSFERS**

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

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

- A. If the transfer is being made at the request of the Nelson Housing Authority and the family rejects two offers with or without good cause, the Nelson Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Nelson Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed NHA occupancy standards.

Category 1 Transfers will not have an option to pass on an offered unit unless it can be proven that the unit being offered poses a health or safety risk to the family. Based on the nature of this transfer, NHA may have limited options available for the family but will not have the luxury of time to wait for something more desirable to open up. In addition, these transfers will generally be of a temporary nature until the emergency can be abated or resolved at which time the family will be given the option to return to the home, in most cases. Category 1 transfers may make alternative temporary arrangements themselves if they so choose. In these cases, if NHA has offered an acceptable alternative, NHA will not pay for these alternate arrangements.

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

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

- A. When the transfer is made at the request of the family or by others on behalf of

the family (i.e. by the police);

- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
- D. When the family declines acceptable alternative arrangements under Category 1 transfers and makes alternative arrangements on their own.

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

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When the transfer is necessitated by an approved reasonable accommodation for a person with disabilities provided the request does not result in a fundamental alteration in the nature of the program or cause an undue financial burden for the housing authority; or
- C. When action or inaction by the Nelson Housing Authority has caused the unit to be unsafe or uninhabitable.

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

## **18.6 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Nelson Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. Good standing will be defined as two or less 14-day notices within the past 12 months, none of which are currently active. This section does not pertain to category 1 or 2 transfers.

## **18.7 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a request for transfer form or as a result of a reasonable accommodation request. In considering the request, the Nelson Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Nelson Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) business days of receipt of the request to schedule a meeting.

The Nelson Housing Authority will grant or deny the transfer request in writing within fourteen (14) business days of receiving the request or holding the meeting, whichever is

later. NHA will not be bound by the 14-day timeline in circumstances beyond its control. For example, delays from 3<sup>rd</sup> party sources when additional information is sought.

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.

### **18.8 *RIGHT OF THE NELSON HOUSING AUTHORITY IN TRANSFER POLICY***

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

## **19.0 INSPECTIONS**

An authorized representative of the Nelson 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 the equipment that will be provided, and the statement will be signed by both parties with a copy retained in the Nelson Housing Authority file and a copy given to the family member, if requested. An authorized Nelson Housing Authority representative will inspect the premises at the time the resident vacates. Charges for damage will be determined by reviewing the initial inspection and the vacate inspection, less normal wear and tear. The resident's security deposit can be used to offset or help offset against any Nelson Housing Authority damages to the unit.

NHA retains the right to inspect periodically during occupancy for any of the following inspection types:

### **19.1 *MOVE-IN INSPECTIONS***

The Nelson 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, if requested, and the original will be placed in the tenant file.

### **19.2 *ANNUAL INSPECTIONS***

The Nelson Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Department of Housing & Urban Development's UPCS standards as well as NHA standards as outlined in the tenant lease. Work orders will be submitted and completed to correct any deficiencies.

### **19.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

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

### **19.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled due to an "Incident Report" or a complaint being filed with the office. An incident report may be generated by maintenance, staff, neighbors, police, community agencies, or the public in general. It is the responsibility of NHA to take every "Incident Report" very seriously. Reports will be considered factual (unless there is evidence to support the contrary) and followed up in an appropriate manner. A special inspection may also be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Nelson Housing Authority.

### **19.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Nelson Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. NHA will post the housekeeping schedule of each housing development. Preventative pest control will also be done during these inspections (see Integrated Pest Control Management Policy).

### **19.6 NOTICE OF INSPECTION**

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

### **19.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Nelson Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **19.8 PRE-VACATE INSPECTIONS**

When a tenant gives notice that they intend to move, the Nelson Housing Authority will offer to schedule a pre-vacate inspection with the family. The inspection allows the Nelson Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and

has been found to be helpful both in reducing costs to the family and in enabling the Nelson Housing Authority to ready units more quickly for the future occupants.

### **19.9 MOVE-OUT INSPECTIONS**

The Nelson 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.

### **19.10 VERIFICATION OF OCCUPANCY INSPECTIONS**

Tenants who have given notice or who have received notice to vacate by a certain date and time will be subject to a verification of occupancy inspection. This inspection will only entail gathering enough information to determine if the tenant has vacated the premises. It may also be important to determine if windows have been left open in the winter, food has been left out to spoil etc. Thus, health and safety risks are associated with this inspection and thereby generally no notice is given.

## **20.0 PET POLICY**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), NHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in NHA owned properties.

A common household pet, for the purposes of NHA's public housing program is defined as: *a domesticated animal, such as a dog, cat, bird, or fish* that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

Residents may own only one pet with the exception of two birds or two fish. Residents cannot own two different kinds of animals (i.e. one bird and one fish).

Household pets are not allowed in specified excluded facilities due to the nature and structure of the buildings.

In exchange for the right to own a pet, residents assume full responsibility and liability for their pet and agree to hold the Nelson Housing Authority harmless from any claims caused by an action or inaction of a pet.

### **20.1 EXCLUSIONS**

This policy does not apply to companion or service animals which are determined necessary to assist persons with disabilities. Assistive animals are allowed in all public housing facilities,

please refer to Section 21.0 for regulations governing these animals. NHA will grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are a person with disabilities and requests a service or companion animal with necessary supporting information.
- The animal actually assists the person with a disability.

## ***20.2 COMPANION / SERVICE ANIMALS***

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See NHA, Exhibit "1").

NHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, NHA will approve the animal assuming the verifications indicate that the assistive animal meets NHA criteria.

Residents requiring more than one "companion or service animal" must request this by completing NHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "service or companion animals" are necessary to meet accessibility needs (i.e. an explanation as to why one "companion or service animal" is not adequate to meet the needs of the person with disabilities).

## ***20.3 NHA RULES FOR PETS IN PUBLIC HOUSING BUILDINGS***

In accordance with 24 CFR 960.707, NHA hereby sets forth the following rules for pet ownership in its public housing units:

### **REGISTRATION**

1. Residents must request and receive written formal approval from NHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form" (NHA Exhibit "2").
2. Registration of the pet shall include a photograph being taken by the Housing Authority and retained in tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first-

year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet (see Exhibit "2").
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

#### DOGS

1. If the pet is a dog, it shall not weigh more than 30 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.
2. Doghouses located outside any dwelling unit are prohibited.

#### CATS

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws prior to residing on NHA property. Kittens must be declawed by three (3) months of age. Evidence of declawing must be provided to NHA from a licensed veterinarian and/or staff of the Humane Society.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

#### DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered prior to residing on NHA property or by three (3) months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable NHA form (Exhibit "3").

#### FISH

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl.

#### BIRDS

Parakeets/Budgies, Cockatiels, Finches and Canaries, Lovebirds, and African Greys are approved species of Birds. All other species will be approved on a case-by-case basis according to factors such as noise, size and other management determinations. Birds of flight are to remain in cages at all times unless the wings have been recently clipped. Clipped wings will grow back in a relatively short period of time. It is the owner's responsibility to regularly clip the bird's wings if it is being let out of the bird cage. Cages shall be cleaned regularly.

### INOCULATIONS/VACCINATIONS

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the applicable NHA form (Exhibit "3").

### LICENSING

1. Licensing of all dogs and cats shall be required prior to residing on NHA property in accordance with applicable State and local law on an annual basis. The applicable pet must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, NHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a \$5.00 / incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a one-hour labor charge will be levied to the resident's account. NHA will terminate the resident lease for repeated violations after two violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

### GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by NHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Authority will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on NHA property.
6. **Pet bedding shall not be washed in any common laundry facilities.**

#### CONTROL OF THE ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash **no longer than six (6') feet** and kept off lawns designated to other residents.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. NHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on NHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one-hour labor. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.
4. Pets located in buildings without an immediate exterior exit must carry or have its

pet caged when leaving the building and until the exterior is reached.

#### UNATTENDED PETS

Pet(s) may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to staff that a pet has been left unattended for more than a twenty-four (24) hour period, NHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

#### PROHIBITED PETS

1. NHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pitbull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for "cockfighting", etc.).
2. All pets that are not considered common household pets by management including livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

#### PET POLICY VIOLATION PROCEDURES

NHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. NHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

#### NOTICE OF PET POLICY VIOLATION

If NHA determines that a pet owner has violated a rule governing the owning or keeping of pets:

- NHA may serve a written notice of Pet Policy violation on the pet owner in accordance with Section 17 (m) and Section 27 of the dwelling lease. The notice of pet rule violation must:
  1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
  2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a grievance hearing;
  3. State that the pet owner's failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the pet owner's tenancy.
- If the violation is determined to be of a critical or emergency nature, NHA may act upon the violation in a manner appropriate for the circumstance as determined by NHA Management.

NOTICE FOR PET REMOVAL

If the pet owner and NHA are unable to resolve the Pet Policy violation or if a representative of NHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the pet owner in accordance with Section 17(m) of the Dwelling Lease, if appropriate, requiring the pet owner to remove the pet or terminating the owner lease depending upon the seriousness of the violation. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal; and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

NHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

INITIATION OF PROCEDURES TO REMOVE A PET OR TERMINATE THE PET OWNER'S TENANCY

NHA will initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, if:

1. The pet owner violates the pet policy after receiving legal notice to cure the violation;
2. The pet owner does not cooperate with NHA
3. The owner refuses to remove a pet that has been determined problematic or dangerous
4. The Pet Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations (such as the pet bites another resident or staff member).

NHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

**20.4 SCHEDULE OF PET DEPOSITS**

DEPOSIT SCHEDULE

<u>Pet Type</u>	<u>Required Deposit</u>
Dogs	\$225.00
Cats	\$225.00
Fish Aquarium	\$50.00
Fish Bowl	\$0.00

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The deposit made shall be utilized to offset damages caused by the pet and/or tenant not discovered during residency. Damages discovered during residency will be billed as discovered. Any balance from the deposit, after charges are assessed, will be refunded to the tenant.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If NHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair or remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (m) of the lease and the NHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

## **20.5 PROHIBITED PET DEVELOPMENTS**

NHA will prohibit all pets, except birds, fish and companion or service animals as provided herein, at the following NHA owned properties:

Nelson Housing Authority

Residents found to have unauthorized pets at any of this location will be considered in default of their lease agreement. NHA will commence procedures mentioned herein to remove the pet from the premises or terminate the resident's tenancy.

## **21.0 COMPANION & SERVICE ANIMAL POLICY**

A "companion or service animal" is an animal that works, provides assistance or performs tasks for the benefit of a person with a disability. These animals may also provide emotional support to persons with disabilities who have a disability related need for such support.

The need for a companion or service animal has to be directly related to a disability, and the services performed by the animal must alleviate one or more identified symptom of that person's disability.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See NHA, Exhibit "1").

NHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, NHA will determine approval of the reasonable accommodation request.

Residents requiring more than one "companion or service animal" must request this by completing NHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "companion or service animals" are necessary to meet accessibility needs. NHA reserves the right to determine why the first "companion or service animal" does not meet the needs of the person with disabilities. Unless a considerable argument can be made as to why an additional animal is necessary, this request will generally be denied.

## **21.1 NHA RULES FOR COMPANION & SERVICE ANIMALS**

### REGISTRATION

1. Residents must request and receive approval for a reasonable accommodation prior to bringing the "companion or service animal" on the premises. A "Service Animal Information Form" shall be also be filled out when a service animal has been approved for residency (Exhibit "4").
2. Registration of the companion or service animal shall include a photograph being taken by the Housing Authority and retained in the tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency.
3. Residents registering "companion or service animals" that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. The name, address, and phone number of one or more responsible parties who will care for the companion or service animal if the resident dies, is incapacitated, or the companion or service animal is otherwise left unattended for an extended period of time. This information must be provided at the time of registration.
5. All "companion and service animals" must be licensed and registered prior to

residency at NHA

### COMPANION OR SERVICE DOG/CAT—SPAYING & NEUTERING

If the “companion or service animal” is a dog or cat, it must be spayed/neutered prior to residing on NHA property or by three months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable NHA form (Exhibit “3”).

### OTHER COMPANION OR SERVICE ANIMALS

Other companion or service animals will be allowed on a case-by-case basis. NHA will require an explanation from a medical professional for any companion animal requested that is not found in the standard NHA Pet Policy. The explanation should state why the skills of a cat, dog, bird or fish would not meet the residents’ needs.

### INOCULATIONS/VACCINATIONS

If the companion or service animal is a cat or dog, it must have received rabies inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the applicable NHA form (Exhibit “3”).

### LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable service or companion animal must always wear a license with owner’s name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all service or companion animals, NHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The “companion and service animal” rules shall prescribe sanitary standards to govern the disposal of waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.

- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a \$5.00 charge per incident.
- Each time a “companion or service animal” owner fails to remove animal waste in accordance with this rule, a \$5.00 charge will be levied to the resident’s account. NHA reserves the right to exterminate and charge the Tenant.
- The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes shall be cleaned daily of pet waste and litter completely changed out once a week. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary. Litter must not be strewn on the ground nor flushed down the toilet.

### GENERAL PROVISIONS

1. All “companion and service animals” must be housed within the unit and no facilities can be constructed outside of the unit for any animal.
2. Costs incurred by NHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Companion or Service animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any “companion or service animals” that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night unless the disturbance is related to the service or companion animals training and/or function. The Housing Authority will ask for removal of the companion or service animal if it disturbs other residents. The resident will be given one week to make other arrangements for the care of the animal or the dwelling lease will be terminated.
4. Companion or service animals must be maintained responsibly and in accordance with the ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations.
5. Companion or service animals may not be bred or used for any commercial purposes on NHA property.

### CONTROL OF THE COMPANION OR SERVICE ANIMAL

1. “Companion and service animals” shall not be permitted to be loose and if the “companion or service” animal is taken outside it must be taken outside on a leash **no longer than six (6’) feet** and kept off lawns designated to other residents.
2. All “companion and service animals” must be under the control of an adult leaseholder. An unleashed animal, or one tied to a fixed object, is not under the

control of an adult. NHA staff will contact the local Humane Society in the event an animal is found to be unleashed, or leashed and unattended, on NHA property. It shall be the responsibility of the resident to reclaim the animal and at the expense of the resident.

3. The resident “companion or service animal” owner shall have the animal restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one-hour labor. If the situation again occurs, the animal shall be removed from the premises. Animals that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident owner to reclaim the animal at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

#### UNATTENDED ANIMALS

Companion or service animals may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to NHA staff that an animal has been left unattended for more than a twenty-four (24) hour period, NHA staff may enter the unit and remove the animal and transfer the animal to the humane society. Any expense to remove and reclaim the animal from any facility will be the responsibility of the resident.

#### COMPANION AND SERVICE ANIMAL VIOLATION PROCEDURES

NHA reserves the right to require residents to remove any “companion or service animal” from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. NHA reserves the right to remove such a “companion or service animal” in the event that the owner does not or cannot remove the animal.

#### NOTICE OF COMPANION AND SERVICE ANIMAL POLICY VIOLATION

If NHA determines that a “companion or service animal” owner has violated a rule governing the owning or keeping of these animals:

- NHA may serve a written notice of Companion & Service Animal Policy violation on the pet owner in accordance with Section 17 (s) and Section 27 of the dwelling lease. The notice of Companion & Service Animal Policy violation must contain the following:
  1. A brief statement of the factual basis for the determination and the Companion & Service Animal Policy rule or rules alleged to be violated;
  2. State that the “companion or service animal” owner has five (5) days from the

- effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for grievance hearing (request do not have to be in writing if a reasonable accommodation is requested and approved);
3. State that the “companion or service animal” owner’s failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the “companion and service animal” owner’s tenancy.
- If the violation is determined to be of a critical or emergency nature, NHA may act upon the violation in a manner appropriate for the circumstance as determined by NHA Management.

#### NOTICE FOR ANIMAL REMOVAL

If the owner of the “companion or service animal” and NHA are unable to resolve the policy violation or if a representative of NHA staff determines that the animal owner has failed to correct the policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the “companion or service animal” owner in accordance with the applicable section of the Dwelling Lease, if appropriate, requiring the owner to remove the animal. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Companion & Service Animal Policy or rules that have been violated;
2. State that the animal owner must remove the companion or service animal within five (5) days of the effective date of service of the notice of animal removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the animal may result in initiation of procedures to terminate the animal owner’s tenancy.

NHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

#### INITIATION OF PROCEDURES TO REMOVE A ANIMAL OR TERMINATE THE COMPANION OR SERVICE ANIMAL OWNER’S TENANCY

NHA will initiate procedures to terminate a service or companion animal owner’s tenancy based on a Companion or Service Animal Policy violation if:

1. The “companion or service animal” owner violates the Companion & Service Animal Policy after receiving legal notice to cure the violation;
2. The “companion or service animal” owner does not cooperate with NHA
3. The owner refuses to remove an animal that has been determined problematic or dangerous
4. The “companion or service animal” violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the animal owner’s tenancy under the terms of the lease and applicable regulations (such as the animal

bites another resident or staff member).

NHA may initiate procedures to remove an animal under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the NHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

## **22.0 REPAYMENT AGREEMENTS**

When a resident owes the Nelson Housing Authority and is unable to pay the balance by the due date, the resident may request that the Nelson Housing Authority allow them to enter into a Repayment Agreement. The Nelson Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months unless excessive charges are applicable. Repayment Agreements with respect to monthly rent shall not exceed six (6) 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. No new repayment agreement will be made with a tenant while another repayment agreement is in progress. NHA does reserve the right to modify the original agreement if, at NHA's sole discretion, it is determined that a specific situation calls for a modification of the original agreement.

NHA will execute a repayment agreement for any tenant that meets the hardship requirements under the minimum rent policy.

A tenant that does not meet the conditions of the repayment agreement will be considered delinquent and sent to the NHA attorney for eviction proceedings. NHA will not enter into more than three repayment agreements, three late rents or any combination totaling three in a one-year period of time beginning January 1 – December 31.

## **23.0 TERMINATION**

### **23.1 *TERMINATION BY TENANT***

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

## 23.2 ***TERMINATION BY THE HOUSING AUTHORITY***

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

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (three times in a twelve-month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications, to attend scheduled reexamination interviews or to cooperate in the verification process;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises by resident or resident's guest(s). This includes, but is not limited to, failing to abide by the "One Strike You're Out" Policy which by reference becomes a part of this lease;
- o. identification of a household member as a gang member by a law enforcement agency or any member who has been involved in gang related activity (on or off NHA property);
- p. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- q. failure to perform required community service or be exempted therefrom;
- r. failure to allow inspection of the dwelling unit;

- s. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- t. violation of Service and Companion Animal Policy;
- u. failure to provide social security numbers for anyone in the family;
- v. allowing a Ban & barred individual onto the property (with knowledge of their restriction from NHA property);
- w. determination or discovery that a resident is a registered sex offender;
- x. have a family member who has been involved in the manufacturing or producing of methamphetamine (speed); or
- y. any other good cause.

### **23.3 SPECIAL PROVISION – FAMILY REUNIFICATION**

NHA will make a reasonable attempt to keep families in housing when a family member is charged with a felony crime and the children are state wards. If there is a reasonable expectation that the children will be reunified with the parent(s) and the following circumstances exist, the Executive Director may delay or suspend termination under the “One Strike & You’re Out” Provision.

- A. The family must agree that the NHA Social Worker be completely involved in all aspects of the case. The family must sign a release of information giving the NHA Social Worker access to all involved parties including, but not limited to: Health and Human Services (HHS) caseworker, prosecutor, lawyer, police, foster parents, therapists, and additional family members.
- B. There must be a goal established with HHS for family reunification
- C. The family must be cooperative with all aspects of HHS’s reunification plan (i.e. visitation, treatment, classes, employment, housing, etc.)
- D. The family must make all attempts to attend court hearings and appointments with HHS caseworker. If appointments are missed, communication must be made by the family to the appropriate support worker.
- E. The family must continue to abide by all lease terms and NHA policies.
- F. The felony charge against the family member must be dismissed, found innocent or pled down to a misdemeanor for the family to remain in NHA housing.
- G. Family reunification must happen in a timely manner. If children are not returned to the household within 9 months of being removed and the family is abiding by all of the other guidelines, the adult family member(s) will be transferred to a one bedroom until there is a confirmed timeline of the reunification.

The Nelson 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.

Tenants who abandon apartments within the first year of their lease will be held to that lease for rent collection purposes. NHA will continue to charge the tenant for rent until such time that the apartment is re-rented or until their lease expires (whichever comes first). NHA will make every effort to re-rent the apartment as quickly as possible.

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

If the total value of the property is estimated at less than \$250.00, the Nelson Housing Authority will mail a notice of the sale or disposition to the resident and then wait 45 days for the resident to make arrangements to pick up his/her belongings.

If the estimated value of the property is more than \$250.00, the Nelson Housing Authority will mail a notice of the public sale to the resident and publicize the notice in the local paper. NHA will then wait 45 days before public sale. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property. The tenant will be notified of their right to bid on their property at the sale. Storage costs, advertising, and the cost of sale will be deducted from the proceeds with the remaining balance turned over to the State Treasurer pursuant to the Uniform Disposition of Unclaimed Property Act. The tenant will also be notified to claim any remaining money from the Office of the State Treasurer as provided in the Act.

### **23.6 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Nelson Housing Authority will return the security deposit within 14 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Nelson 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 14 days.

## **24.0 VIOLENCE AGAINST WOMEN ACT**

### **24.1 PURPOSE AND APPLICABILITY**

Failure of the family to comply with any or all of the above guidelines will result in NHA pursuing eviction.

#### **23.4 ABSENT FROM UNIT**

The family must supply any information or certification requested by the Nelson Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Nelson Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Nelson Housing Authority for this purpose. The family must promptly notify the Nelson Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 14 days without providing notice to NHA. The family must request permission from the Nelson Housing Authority for absences exceeding 14 days. The Nelson Housing Authority will make a determination within 5 business days of the request. Most absences will be authorized for 30 days with exceptions being granted for exceptional circumstances. An authorized absence may not exceed 180 days and will generally only be allowed in cases of prolonged hospitalization. Any family absent for more than 14 days without authorization may be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization - up to 180 days
2. Absences beyond the control of the family (i.e., death in the family, other family member illness) – generally no more than 30 days
3. Other absences that are deemed necessary by the Nelson Housing Authority – case by case basis (generally 30 days)

In all circumstances in which an absence from the unit is authorized, the participant must continue to pay their portion of the rent to the owner and any utilities they are responsible for. Failure to comply will result in termination of assistance.

For safety reasons, NHA reserves the right to perform an inspection on any unit whose occupants have been absent for a period of time longer than two weeks without contacting the resident. In such cases, a note with an explanation of the inspection will be left in the tenant's apartment.

#### **23.5 ABANDONMENT**

The purpose of the Nelson Housing Authority – Violence Against Women Act policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth NHA’s (Nelson Housing Authority) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by NHA of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

#### **24.2 GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by NHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between NHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by NHA; and
- E. Taking appropriate action in response to an incident(s) of domestic violence, dating violence, or stalking, affecting individuals assisted by NHA.

#### **Other NHA Policies and Procedures**

This Policy shall be referenced in and attached to NHA’s Five-Year Public Housing Agency Plan and NHA’s Annual Agency Plan when/if applicable. This policy shall also be incorporated in and made a part of NHA’s Admissions and Continued Occupancy Policy as well as the NHA Administrative Plan.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of NHA, the provisions of this Policy shall prevail.

#### **24.3 DEFINITIONS**

As used in this Policy:

- A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person

with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

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

D. *Immediate Family Member* - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

#### **24.4 ADMISSIONS AND SCREENING**

*Non-Denial of Assistance* - NHA will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

#### **24.5 TERMINATION OF TENANCY OR ASSISTANCE**

A. *VAWA Protections* - Under VAWA, public housing residents have the following specific protections, which will be observed by NHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by NHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of NHA to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither NHA may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of NHA to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or NHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
- (c) Nothing contained in this paragraph or policy shall be construed to limit the authority of NHA to evict or terminate the assistance of the applicant or tenant who is the perpetrator of the violent act.

B. *Removal of Perpetrator* - Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, NHA, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy

and evictions by NHA. Leases used for all public housing operated by NHA, shall contain provisions setting forth the substance of this paragraph.

- C. *Protections Limited* – The VAWA is designed to provide protections for victims of domestic violence and their families. However, these protections are limited to the specific incident(s) of violence. For example, perpetrators who have been banned and are allowed into the home of a victim by the victim, their families or guests are still subject to eviction under the “One strike You’re Out Policy”. The original incident would not provide protections for the violation that occurred at a later date despite their status as a domestic violence victim.

#### **24.6 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

- A. *Requirement for Verification.* The law allows, but does not require, NHA manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., NHA shall require verification in all cases where an individual claims protection against any action proposed to be taken by NHA using the protections found in this policy as justification for that protection. Verification of a claimed incident(s) of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:
1. *HUD-approved form* - by providing to NHA manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident(s) in question is a bona fide incident(s) of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident(s) in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
  2. *Other documentation* - by providing to NHA manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident(s) of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
  3. *Police or court record* – by providing to NHA manager a Federal, State, tribal, territorial, or local police or court record describing the incident(s) in question.
- B. *Time requirements to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident(s) of actual or threatened domestic violence, dating violence or stalking, and who is requested by NHA, manager to provide

verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

- C. *Waiver of verification requirement.* The Executive Director of NHA, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

#### **24.7 CONFIDENTIALITY**

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to NHA manager in connection with a verification required under Section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. requested or consented to by the individual in writing, or
  2. required for use in a public housing eviction proceeding, as permitted in VAWA, or
  3. otherwise required by applicable law.
- B. *Notification of rights.* All tenants of public housing and tenants participating shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

#### **24.8 TRANSFER TO NEW RESIDENCE**

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, NHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. This transfer may also occur between programs if deemed necessary by NHA. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* NHA will act upon such an application in an expedient and responsible fashion.

- C. *No right to transfer.* NHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action.
- D. *Family rent obligations.* If a family occupying NHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by NHA. In cases where NHA determines that the family's decision to move was reasonable under the circumstances, NHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Clients determined to have VAWA rights will be allowed to move from their Public Housing home to a new location within the NHA jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

#### **24.9 COURT ORDERS/FAMILY BREAK-UP**

- A. *Court orders.* It is NHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by NHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. *Family break-up.* Other NHA policies regarding family break-up are contained in NHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

#### **24.10 RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of NHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If NHA staff become aware that an individual assisted by NHA is a victim of domestic violence, dating violence or stalking, NHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring NHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

become aware that an individual assisted by NHA is a victim of domestic violence, dating violence or stalking, NHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring NHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case.

#### ***24.11 NOTIFICATION***

NHA shall provide written notification to applicants, tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

#### ***24.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS***

By its implementation, neither VAWA nor this Policy, shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

#### ***24.13 AMENDMENT***

This policy may be amended from time to time by NHA as approved by the NHA Board of Commissioners.

## 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 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 child care expenses for children under 13 years of age. Other allowance 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 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 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.")

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

**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.)

**Ceiling Rent:** The maximum rent amount NHA will require a family to pay for a particular unit size, when the family is paying an income-based rent.

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

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

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

**Ineligible Citizen or Family:** A family in which no member is a citizen, national or eligible immigrant. Ineligible Citizens or families will be denied assistance.

**Co-head:** An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease. The family will never more than one co-head.

**Computer Match:** The automated comparison of data bases containing records about individuals.

**Confirmatory Review:** An on-site review performed by HUD to verify the management performance of a PHA.

**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 (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. Consent forms expire after a certain time and may authorize the collection of other information 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, co-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(b))

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

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

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

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

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

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively

damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

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

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

**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. Includes any work activities as defined in the Social Security Act (42 U.S.C. 607 (d)). Also see §5.603 (c).

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

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

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

**Eligible Families:** A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. (CFR 5.603)

**Extremely Low-Income Families:** A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median incomes if HUD finds such variations are necessary due to unusually high or low family incomes. (CFR 5.603)

**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)

**Fair Market Rent:** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family:** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- 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 formula 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. Flat rent is available to residents at annual re-certifications. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Foster Child:** A member of the household who is under 18 years of age or a member who is a full-time student, 18 years or older, and who is under the parental control and responsibility of someone other than his or her mother or father.

**Foster Child Care Payment:** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Gang:** A group of persons working to unlawful or antisocial ends as determined by law enforcement.

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

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

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

**Imputed Asset:** Asset disposed of for less than fair market value during two years preceding examination or reexamination.

**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.

**Income:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD. (CFR 5.609)

**Income-Based Rent:** A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

**Income for Eligibility:** Annual income.

Income Information: Information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources.
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee' quarterly wages of the employee' and the name, full address, telephone number, and when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment
- Unearned IRS income and self-employment, wages and retirement income.
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

**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 formula 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 re-certifications when a change in a household's circumstances warrants such a reexamination.

**Jurisdiction:** The area in which the PHA has authority under State and local law to administer the program. (CFR 982.4)

**Landlord:** Either the owner of the property or his or her representative or the managing agent or his representative.

**Lease:** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**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, transportation for medical purposes.

**Minimum Rent:** An amount established by the PHA between zero and \$50.

**Minor:** A member of the family household other than the family head or spouse who is under 18 years of age.

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

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

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

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

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

**Over-Income Family:** A family or individual who is not a low-income family at the time of initial occupancy.

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

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

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

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

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

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

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

"Severe chronic disability that:

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

lifelong or extended duration and are individually planned and coordinated."

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

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 Section 8 and public housing programs, the processing entity is the responsibility 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 Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Reasonable Accommodation:** A change, adaptation or modification to a policy, structure, program or service which will allow a qualified person with a disability to participate in a program or utilize a service. An accommodation is reasonable if it is determined to be related to the individual's disability, if it is determined that the change or modification will provide the desired effects in the most economical and efficient manner and if the request does not impose an undue financial hardship on the entity the request is being made to and does not require a fundamental alteration in the nature of the provider's operation.

**Recertification:** Sometimes called reexamination. 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), and 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.

**Secretary:** The Secretary of Housing and Urban Development.

**Security Deposit:** A dollar amount (maximum set according to State, Federal or local law) which can be used for unpaid rent or damages to the owner upon termination of the lease.

**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)

**Social Security Number (SSN):** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

**Specified Welfare Benefit Reduction:**

- 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.

**Spouse:** The marriage partner of the head of household.

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

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

**Temporary Earned Income:** Temporary, nonrecurring, or sporadic earned income. This includes job training or any job that is verified to last no more than 180 days and will not result in employment.

**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):** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities. (CFR 5.613)

**Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from 0 bedrooms' studio/efficiency) to 6 bedrooms.

**Up-Front Income Verification (UIV):** UIV is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. (VG, p. 7)

**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)

**Veteran.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**Violence Against Women Reauthorization Act (VAWA) of 2005.** Prohibits denying admission to the project to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. (*Pub.L. 109-162*)

**Violent Criminal Activity.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**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
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

